

# TERMS OF BUSINESS



This Terms of Business Agreement ('Agreement') is effective from 01/11/2017 and supersedes any similar agreements previously issued by us. It sets out the terms upon which we agree to act for our clients and contains details of our regulatory and statutory responsibilities. It also sets out some of your responsibilities. **Please read it carefully.** Please contact us immediately if there is anything in this Agreement which you do not understand or with which you disagree.

## ABOUT US

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 1 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.

Blue Insurance Limited trading as [Aerlingusinsurance.com](http://Aerlingusinsurance.com), [Annualtravelinsurance.com](http://Annualtravelinsurance.com), [Backpackertravelinsurance.com](http://Backpackertravelinsurance.com), [Blueinsurance.co.uk](http://Blueinsurance.co.uk), [Carhireexcess.co.uk](http://Carhireexcess.co.uk), [Carhireexcess.com](http://Carhireexcess.com), [Covermybicycle.co.uk](http://Covermybicycle.co.uk), [Covermybreakdown.co.uk](http://Covermybreakdown.co.uk), [Covermybusinessstrip.co.uk](http://Covermybusinessstrip.co.uk), [Covermywedding.co.uk](http://Covermywedding.co.uk), [Gadgetinsurance.com](http://Gadgetinsurance.com), [Gayweddinginsurance.co.uk](http://Gayweddinginsurance.co.uk), [Greatcover.com](http://Greatcover.com), [Insureyourpaws.co.uk](http://Insureyourpaws.co.uk), [Multitrip.com](http://Multitrip.com), [Economycover.com](http://Economycover.com) is authorised by the Central Bank of Ireland and registered with the Financial Conduct Authority (FCA) to transact general insurance business. Our Financial Services Register number is 431623. You can check this information on the Financial Services Register by visiting the FCA's website at <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768 (freephone) or 0300 500 8082.

We are also members of the British Insurance Brokers' Association (BIBA).

## OUR PRODUCTS

We offer insurance products of one insurer per trading name.

## 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.

## METHODS OF COMMUNICATION

We will normally communicate with you by email or telephone and, where specifically requested, post. Please let us know if you would prefer not to receive communications by any particular medium.

## INSURER SECURITY

Whilst we monitor the financial strength of the insurers with whom we place business it should be noted that the claims-paying ability of even the strongest insurers could be affected by adverse business conditions. We cannot, therefore, guarantee the solvency of any insurer or underwriter.

A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.

## RISK INFORMATION

The terms of any insurance that we arrange on your behalf will be based upon the information provided by you to us or to your insurers.

You must take reasonable care to answer all questions put to you about your proposed insurance fully, honestly and to the best of your knowledge. If you do not understand the meaning of any question, or if you do not know the answer, it is vital that you 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 will be rejected.

## 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.

## 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 £3.95.
- 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.

## SETTLEMENT TERMS

You are responsible for the prompt settlement of insurance premiums so that we can make the necessary payments to your insurers.

We have no obligation to fund any premiums on your behalf and cannot be held responsible for any loss which you may suffer as a result of a policy being cancelled or otherwise prejudiced due to the late payment of a premium where the delay is attributable to you.

## CONFIDENTIALITY

All information provided by our clients is treated as confidential and only disclosed in the normal course of negotiating, arranging and administering your insurance. This may include disclosing information to agents and service providers such as claims handlers and medical screening providers.

With a few exceptions, for example information requested by a court, a regulatory body, or information which is already in the public domain, we will not release information to any other party without your consent.

We may also use the data we hold about you to provide you with information about products and services which we feel are appropriate, including making contact with you after you have lapsed or cancelled a policy that we arranged on your behalf. You are requested to let us know if you do not want to receive this information.

We are registered under the Data Protection Act 1998 and undertake to comply with the Act in all our dealings with personal data.

## QUOTATIONS

Unless stated otherwise in our documentation, all quotations provided for new insurances are valid only for a period of 24 hours from the time of issue.

You should be aware that quotations may change or be withdrawn if the information given to us differs from that provided at the time the quotation was issued.

## CHANGES TO YOUR COVER

We will normally deal with any requests to increase or amend cover on the day your instructions are received, or the next working day if a weekend or public holiday. Sometimes changes cannot be processed without obtaining additional information. If additional information is required we will contact you as quickly as possible.

We will confirm changes to your policy, once agreed, in writing. We will also advise you of any extra premiums you must pay or premiums we must return to you.

## RECEIPT OF INSTRUCTIONS

We do not consider instructions to arrange or change cover which are sent to us by post, electronic mail/messaging services or facsimile, or left on voicemail, to have been received until they reach the relevant personnel in our offices.

We do not accept responsibility for instructions which do not reach us at all due to failures in the postal, electronic or telecommunications systems.

## DOCUMENTATION

Our aim is to produce documentation and issue correspondence in a clear and understandable format. In the event that clarification is required, we would ask you to let us know immediately.

You should check all policy documentation to ensure that the details are correct and the cover provided meets with your requirements. Any errors should be notified to us immediately.

All policies contain conditions and exclusions and some contain warranties and excesses. It is your responsibility to examine the document to familiarise yourself with these. A breach of a policy condition may result in non-payment of a claim if compliance with that condition would have reduced the risk of the loss which actually occurred. Breach of a warranty may suspend the insurer's liability to pay any claims directly related to such breach, until such time that the breach has been remedied.

We recommend that you keep policy documents for as long as a claim is possible under the policy.

## RENEWALS

### **Applies to Annual Policies for Car Hire Excess, Gadget, Bicycle, Pet Insurance and Multi Trip Travel 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/Multitrip 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.

## **CANCELLATION RIGHT**

If you take out a personal policy through us which lasts for more than one calendar month, you may cancel the cover up to 14 days from the later of:

- The policy start date or the date you receive full policy documentation from us
- The renewal date or the date you receive full renewal documentation from us

You will be informed if you have such a Cancellation Right in separate documentation.

Should you decide to exercise the Cancellation Right you will be entitled to a refund of premium. Should any claim occur prior to the exercise of the Cancellation Right, your insurers may not allow a refund of any of the premium paid.

If this Cancellation Right is not exercised within the 14-day period as stated above, and you decide to cancel the policy at a later date, the amount of any premium refund will depend upon the cancellation terms of your insurance policy.

To exercise the Cancellation Right you should contact us by telephone or email.

## **CANCELLATION OF POLICIES**

If you wish to cancel your policy in circumstances other than as described in the section headed Cancellation Right, you may be entitled to a refund of part of your premium as long as no claims have occurred during the time you have been on cover. The refund due may not necessarily be proportionate to the remaining period of cover. Additionally, you should note the following:

- Insurers do not normally allow refunds in cases where a minimum and deposit premium has been charged
- For Pet insurance policies, we do not issue refunds of less than £10.00.
- Cancellation of a monthly payment not necessarily cancel a policy and any balance of premium owing may be requested by the insurers.

When your policy ends or is cancelled, we will send you any documentation and information to which you are entitled on request.

## **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.

## **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, 1 Neptune Court, Vanguard Way, Cardiff, CF24 5PJ
- By telephone to 0333 355 0252
- By email to [complaints@blueinsurance.co.uk](mailto: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 [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

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.

You can request a copy of our procedures for dealing with complaints at any time.

## **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.

## CONFLICTS OF INTEREST

If we become aware of a situation which gives rise to an actual or potential conflict of interest we will inform you of the situation, the options available to you and obtain your consent before we carry out your instructions.

## LAW AND JURISDICTION

This Agreement 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 this Agreement we both irrevocably submit to the exclusive jurisdiction of the English courts.

YOU ARE DEEMED TO HAVE ACCEPTED THIS AGREEMENT AND GIVE YOUR CONSENT FOR US TO OPERATE IN THE WAYS DESCRIBED, UNLESS YOU ADVISE US OTHERWISE WITHIN SEVEN DAYS OF RECEIPT.

**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.**

Product Type	Appointment held with	Underwriter/Insurer
Travel Insurance	Global Benefits Europe B.V.	Bulstrad Life Vienna Insurance Group JSC and ZAD Bulstrad Vienna Insurance Group
	MAPFRE ASISTENCIA Compania de Seguros y Reaseguros SA trading as MAPFRE Assistance	
Car Hire Excess Insurance	AmTrust Syndicates Limited	Lloyd's Syndicate 5820
Gadget Insurance	Bastion Insurance Services Limited	Great Lakes Insurance SE
Bicycle Insurance	Bastion Insurance Services Limited	Great Lakes Insurance SE
Wedding Insurance	UK General Insurance Limited	Great Lakes Reinsurance (UK) SE
Pet Insurance	Cranbrook Underwriting Limited	QIC Europe Limited
Motor Breakdown Insurance	MAPFRE ASISTENCIA Compania de Seguros y Reaseguros S.A trading as MAPFRE ASSISTANCE Agency Ireland	