

TERMS OF BUSINESS

These terms of business set out the basis on which we will provide business services to you as an individual private client of the firm. You will not receive advice or a recommendation from us for travel insurance. We may ask some questions to narrow down the selection of products that we will provide details on, but you will need to make your own choice as to whether to proceed and purchase the product.

Our Contact Details

Backpackertravelinsurance.ie is a trading name of Blue Insurance Limited

- **Irish Head Office:** Plaza 212, Blanchardstown Corporate Park 2, Blanchardstown, Dublin 15, Ireland.
T: 0818 286 455 F: 0818 484 485 E: info@backpackertravelinsurance.ie

Our Status

- Blue Insurance Limited t/a backpackertravelinsurance.ie is an Insurance Intermediary and is authorised and regulated by the Central Bank of Ireland. A copy of the firm's statement of authorised status from the Irish Financial Regulator (Central Bank of Ireland) is available on request.

Statutory Codes

- Blue Insurance Limited is subject to and complies with the Consumer Protection Code, 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.

Our Products & Services

- Blue Insurance Limited offers a suite of carefully selected Insurance Products on a non advice basis via our websites and our call centre.
- Blue Insurance Limited conducts a comprehensive analysis of the underwriter market to assess the rates available on the products we make available for purchase to our customers. We further negotiate competitive rates with the Underwriters and Product Producers for the insurance schemes we offer our customers.
- This means that we only supply products and services to our customers from our panel of Product Producers with which we have a written appointment.

Premium Handling

- Blue Insurance Limited will request and accept payment only where:
 - (a) An insurance undertaking has invited renewal of a policy of insurance
 - (b) A proposal for insurance has been accepted either manually or electronically by an insurance undertaking

Our Remuneration

- Blue Insurance Limited earns an income from the sale of the products provided by its product producer's further details are available on request.

Our Charges

- An administration fee of €3.95 will be added to all insurances purchased from us.
- If you purchase a policy via our Call Centre you will incur a call centre fee of €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 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.

Quotations

- Unless stated otherwise quotations provided by the system for new insurances are valid for that day only provided all the information given is correct and does not change.

Disclosure

- 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, medical or otherwise, which poses an increase in risk to us and likely to influence us in the assessment, acceptance or continuance of your insurance. Please note if you fail to disclose any material facts to us, this could invalidate your insurance cover.

Conflicts of Interest

- It is the policy of the firm to avoid any conflict of interest when providing business services to its 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 business service.

Usage of Short Message Service

- 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 travel 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 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.

Default Remedies

- All insurance products are arranged on the express condition that pending receipt of the premium from you, Blue Insurance Limited reserve the right, notwithstanding delivery of a policy, Insurance certificate or receipt to you, to cancel the policy and obtain a refund from the product producers. Where a policy of insurance is cancelled, it is at the discretion of the product producer whether a refund is payable or not.
- Blue Insurance Limited will, if necessary, exercise its legal rights to receive any payment due to it from clients for business services provided by it and, to be reimbursed for any value obtained by the firm for clients arising from payments by the firm on behalf of clients who subsequently default on any payment due to the firm.
- Product producers may withdraw benefits or cover on default of any payment due under any products arranged for your benefit or on failure by you to accurately provide all material information in relation to such insurance products.

Default by this firm

- In the unlikely event that we cannot meet our liabilities to you, any monies paid by you to us for an insurance product are deemed to be accepted by the product producer with whom we have arranged your insurance.
- Blue Insurance Limited is a member of the Investor Compensation Scheme, which provides certain remedies to eligible clients on default by us. The main details of the operation and conditions of the scheme are listed in Appendix 1. Your legal rights against the firm 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 scheme 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 detailed ICCL (established by law) has failed to adequately compensate any client of the member.

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.
- Each complaint will be acknowledged by us within 5 working days of receipt, updates will be advised in intervals of not more than 20 working days, we will endeavour to resolve the complaint within 40 business days and findings will be furnished to you within 5 working days of completion of the investigation. In the event that you are not entirely satisfied with the firm's handling of and response to your complaint you may wish to direct your complaint to the Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Low Call 1890 88 20 90

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 affiliated professionals. The information and other data provided to our office 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.)

Governing Law

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

Appendix 1

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 Eur20,000

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