

## **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.

### **Our Contact Details**

Annualtravelinsurance.com is a domain name of Blue Insurances Limited

- **Irish Head Office:** Plaza 212, Blanchardstown Corporate Park, Blanchardstown, Dublin 15, Ireland.  
T: 0818 444 555 F: 0818 484 485 E: [info@blueinsurance.ie](mailto:info@blueinsurance.ie)
- **UK Branch Office:** Suffolk House, Trade Street, Cardiff , CF10 5DT, United Kingdom.  
T: 0844 871 0266 F: 0844 871 0251 E: [info@blueinsurance.co.uk](mailto:info@blueinsurance.co.uk)

### **Our Status**

- Blue Insurances Limited t/a annualtravelinsurance.com is an Insurance Intermediary and is regulated by the Irish Financial Regulator. A copy of the firm's statement of authorised status from the Irish Financial Regulator is available on request.
- Blue Insurances Limited are also listed by the UK FSA under the Insurance Mediation Directive as a passported entity in the UK under EEA Authorisation, FSA no. 431623, further information can be found at the FSA website: [www.fsa.gov.uk/register/home.do](http://www.fsa.gov.uk/register/home.do)

### **Our Services**

- The Services which we provide are: Receiving and transmitting orders on your behalf for a product(s) to a product producer. In order to provide these services we hold appointments in writing with these product producers, our list of appointments is available on request
- Blue Insurances 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 Charges**

- When you purchase insurance on line the savings made through this transaction are passed on to you the customer. If any additional transaction(s) result in an increase in the transactional and administrative costs these costs may be incurred by you; online administration handling fee, call centre handling fee and postage costs. Some of these charges are optional and are incurred per transaction. Details of the specific charge(s) incurred will be specified in your documentation.

### **Our Remuneration**

- Blue Insurances Limited receives commission from product producers with whom we arrange insurance products

### **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.

### **Default Remedies**

- All insurance products are arranged on the express condition that pending receipt of the premium from you, Blue Insurances 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 Insurances 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 Insurances 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 Insurances Limited is also a member of the IBA Compensation Fund Ltd. 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 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 firms handling of and response to your complaint you may wish to direct your complain 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 Insurances 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 Insurances Limited are not affected by this scheme.