

## **TERMS OF BUSINESS**

These terms of business set out the basis on which we will provide services to customers purchasing insurance in the United Kingdom (UK).

### **Our Contact Details**

Backpackertravelinsurance.com is a trading name of Blue Insurances Limited, a company registered in Dublin, Ireland. Our head office is located at Plaza 212, Blanchardstown Corporate Park, Blanchardstown, Dublin 15, Ireland. Our UK branch office is located at Suffolk House, Trade Street, Cardiff, CF10 5DT.

### **Our Status**

Blue Insurances Limited trading is authorised by the Central Bank of Ireland and registered with the Financial Conduct Authority (FCA) for UK Business. Our FCA Register number is 431623. You can check this on the FCA's Register by visiting the FCA's website [www.fsa.gov.uk/register/home.do](http://www.fsa.gov.uk/register/home.do) or by contacting the FCA on 0800 111 6768.

### **Our Products**

- We offer insurance products of one insurer.

### **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.

### **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**

- 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**

- All quotations provided for new insurances are valid only for the period of time advised to you when you receive your quotation.
- You should be aware that quotations may be amended or withdrawn if the information previously given to us changes.

### **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 Insurances 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 Insurances Limited cannot be held responsible for the successful and timely arrival of the text message to the mobile telephone.
- Blue Insurances Limited does not guarantee full availability or performance of this service and does not accept any liability for transmission delays.
- Blue Insurances 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.

## Disclosure

- We can provide a quotation or a policy based on the information you have provided to us, but you must be sure that:
  - ✓ You took reasonable care to answer all questions put to you about your insurance fully, honestly and to the best of your knowledge. If you did not understand the meaning of any question, or if you did not know the answer, it is vital that you tell us.
  - ✓ None of the information you have provided for the quote has changed before you proceed to purchase cover (if it has you must tell us before we can proceed to arrange cover)

Please note that failure to provide full and accurate information may result in your insurer taking any one of the following actions: rejecting a claim; only paying part of a claim; cancelling your policy; imposing additional policy terms and conditions and/or charging an additional premium.

## Documentation

- Our aim is to produce documentation and issue correspondence in a clear and understandable format. In the event of any uncertainty we would ask you to let us know immediately. Our staff are always happy to clarify the cover provided.
- You should check all policy documentation to ensure that the details are correct and the cover provided meets with your requirements. Any error should be notified to us immediately.
- All policies contain conditions, limitations and exclusions. It is your responsibility to examine the policy document to familiarise yourself with these.

## Compensation

- Blue Insurances 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 Insurances Limited 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 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.

## 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 Managing Director, Blue Insurance Ltd, Suffolk House, Trade Street, Cardiff CF10 5DT
  - ✓ By telephone to 0844 871 0252
  - ✓ By email to [info@blueinsurance.co.uk](mailto:info@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 request a copy of our procedures for dealing with complaints at any time.

## 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 affiliate professionals. The information and other data provided to our office may also be used to tell you about products and services we may offer from time to time.

## Conflicts of Interest

- It is our policy to avoid any conflict of interest when providing insurance services to our 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 such services.

## Governing Law

- These Terms of Business 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 these Terms of Business we both irrevocably submit to the exclusive jurisdiction of the English Courts.