

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 **Compare Now Limited trading as Yes Insurance** will provide General Insurance business services to you. It details the respective duties and responsibilities of both Compare Now Limited trading as Yes Insurance 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, as soon as possible.

ABOUT US

Compare Now Limited trading as Yes Insurance is an Insurance Intermediary and is authorised and regulated by the Central Bank of Ireland under the European Union (Insurance Distribution) Regulations, 2018. 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 business address is 3rd Floor, Latin Hall, Golden Lane, Dublin 8 D08 AFD0. Our contact details are: **Web Address:** www.yesinsurance.ie:
Telephone: 01 270 9774 **Email:** info@yesinsurance.ie

STATUTORY CODES

Compare Now Limited trading as Yes Insurance is subject to and complies with the Consumer Protection Code, the Minimum Competency Code, Fitness and Probity Standards and the Individual Accountability Framework as applicable to the Firm. These Codes offer protection to consumers and can be found on the Central Bank of Ireland website www.centralbank.ie.

OUR SERVICE - GENERAL INSURANCE PRODUCTS

We offer our customers personal insurance products in a non-advice web and phone-based environment. These products include but are not limited to travel insurance and associated products such as car hire excess, gadget insurance and pet insurance. We work closely with our product insurers to design product features and benefits that add value to your experience and to ensure our customers receive great service from the outset of their journey with us right through to the claims stage. Your customer experience is important to us.

When placing the insurance cover for you, we will act as your agent. When handling premium due to the Insurer, we will act as agent of the Insurer.

PERSONAL PRODUCT RECOMMENDATIONS AND ADVICE

We neither make personal recommendations nor give advice in relation to the product(s) we have identified as suitable for your demands and needs. You must make your own decision based on the product information provided. Be assured that we take great care and attention in designing and reviewing our product offerings and understanding the customer needs and experience.

REMUNERATION

We are remunerated for our services in the form of commission from the insurer for policies sold and renewed. This is either a percentage of the total annual premium payable or a reasonable amount determined by us plus any charges (see below) we ask you to pay us in addition to the premium.

Our entitlement to commission, where this forms part of or all of our remuneration, arises as soon as you give us instructions to take out or renew a particular policy. We may have profit share agreements in place with the insurer whereby if the portfolio is profitable then the insurer will pay us a share of this. A summary of the details of any such arrangements will be available on website.

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.

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 being charged.

- We reserve the right to charge a *new business* administration fee of up to €25 for any insurances purchased from us.
- We reserve the right to charge up to €25 for processing any changes which you ask us to make to your policy after inception also known as *mid-term alterations*.
- We reserve the right to charge a *renewal* administration fee of up to €25.
- You will be charged a single, non-refundable fee of €0.99 for the provision of information about a policy which is sent to your designated mobile telephone number by SMS text. 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.

PREMIUM HANDLING AND RECEIPTS

When receiving and transmitting orders in relation to insurance policies Compare Now Limited trading as Yes Insurance may accept payment from clients 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 as soon as is practicable after we become aware of the 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 have a duty to answer all questions we ask, to the best of your knowledge, honestly and with reasonable care. 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. 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. You are advised to keep copies of any correspondence you send to us or direct to your insurers.

RENEWALS

Automatic Renewal Service: Where we have indicated your policy is subject to the automatic renewal service, we will notify you by email in good time 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, or where you have opted for your policy to automatically renew, we will collect the premium on, the renewal date of your policy via the same payment method used the year previous, unless you tell us not to.

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 Renewals: If your policy is not due to be automatically renewed, we will notify you by email in good time before the renewal date of your policy.

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.

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.

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. To withdraw from a policy within the cooling-off period, you need to send us a request in writing inclusive of your policy number. 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

Any complaint that you may have in relation to the services provided by us should ideally be made in writing to us, outlining the nature of your complaint. We have a 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 complaint's procedure, please contact us at complaints@yesinsurance.ie

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 W: www.fspo.ie

DATA PROTECTION

We collect and process 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 used only for specific and legitimate purposes. To fulfil these objectives, we may share information with other affiliated professionals. The information and other data provided to this Firm 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 General Data Protection Regulations (GDPR) that our office holds about you and to have any inaccuracies in that information corrected. For further information on how we process your personal data and your rights under the data protection law, please see our Privacy Policy at <https://www.yesinsurance.ie> or contact us at dataprotection@yesinsurance.ie

INVESTOR COMPENSATION

Investor Compensation Company Limited

Compare Now Limited trading as Yes Insurance 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 purposed 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 €20,000.

Your legal rights against Compare Now Limited trading as Yes Insurance are not affected by this scheme.

Brokers Ireland Investor Compensation Scheme

Compare Now Limited trading as Yes Insurance 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

Compare Now Limited trading as Yes Insurance 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 be in English.

ADDITIONAL ASSISTANCE

Should you require any additional supports or assistance in dealing with us we will help as best we can given your own individual circumstances. Please do not hesitate to contact us:

Phone: (353) 01 270 9774 **Email:** support@yesinsurance.ie **Web Chat:** www.yesinsurance.ie/contact