

Terms of Business

Policies issued to 28.03.2019



1. Name and Address.

Our legal name is XS Direct Insurance Brokers Limited (“XS Direct”) and our registered office is 1 Merrion Place, Dublin 2. We can be contacted on 0818 222 888.

We are a wholly owned subsidiary of XS Direct Holdings Limited.

2. Regulatory Status

XS Direct is an insurance intermediary regulated by the Central Bank of Ireland and is registered as insurance intermediary under the European Union (Insurance Distribution) Regulations 2018. This means that XS Direct can place your business with Insurance Companies (sometimes referred to as Product Producers or Insurance Undertakings) with whom we hold Letters of Appointment.

3. Statutory Codes

XS Direct is subject to and complies with the Consumer Protection Code, the Minimum Competency Code and the Fitness and Probity Standards as laid down by the Central Bank of Ireland. These codes can be accessed on its website at www.centralbank.ie.

4. Company Registration

XS Direct is registered in the Companies Registration Office under Company No. 442321, with registered offices at 1 Merrion Place, Dublin 2.

5. Description of Services and Charges

Our Insurance services include:

1) The sale of XS Direct car insurance products underwritten by Calpe Insurance Company Limited, Alwyn Insurance Company Limited & Watford Insurance Company Europe Limited.

2) The sale of insurance products on behalf of other intermediaries and insurers.

We are not under a contractual obligation to conduct insurance mediation business exclusively with one or more insurance undertakings and we do not give advice on the basis of a fair analysis of the market.

We are remunerated by commission from insurers and fees from customers. We reserve the right to charge fees for policy set-up, policy amendments, premium refunds and any administrative tasks. The individual fee for each of these services is €50. In the event that you decide not to go ahead with a policy, a non-refundable administration fee of €50 will apply (only if the policy is in force).

6. Cancel your Policy

You may cancel your insurance policy at any time by calling us directly on 0818 222 888. Provided there are no claims on the policy, we will refund your premium in accordance with the terms set out in the relevant policy document, less an administration fee of €50.

If you wish to cancel your policy within the first 14 days, we will refund your premium for any period of insurance remaining, less an administration fee of €50 (providing a claim has not been made).

If we request documentation from you and this is not received within the stipulated timeframe, the policy will be cancelled. A refund of premium will be paid in line with the cancellation terms as set out

in the policy document (if the premium has been paid in full), we will also apply our administration fee of €50. Any other cancellation rights after the first 14 days will be included in the policy document. **A refund will not be given if a claim or incident has occurred.**

7. Cooling-off Period

There is a 14 day cooling off period. These 14 days begin from the start date of your policy, or from the date you receive your policy documents, whichever is later.

If you cancel your policy within this time, you will only be charged the non-refundable set-up fee (€50) and if you have used cover, you will be charged for the number of days you have used.

If a claim has been made, no refund will be due.

You must return the Certificate of Motor Insurance and the Insurance Disc to us.

8. Product and Services Terms and Conditions

In the event of default in your obligations to us, we may ask you to take such action as is necessary to remedy the default. Subject to the terms and conditions relevant to the product or service which we provide and to the extent permitted by law, we retain the right to enforce your obligations by way of legal proceedings. Product producers may withdraw benefits or cover on default of any payments due under any products arranged for your benefit. Details of these provisions will be included in your product terms and conditions.

9. Complaints Procedure

Should you have a complaint regarding the service you have received, please address this to: Complaints Manager, XS Direct Insurance Brokers Limited, 1 Merrion Place, Dublin 2.

Each complaint will be acknowledged by us in writing within 5 business days of receipt. A written update will be issued to you every 20 days by a nominated individual within our firm. A comprehensive response to your complaint will be issued within 40 business days of receipt of your initial complaint.

If you are not satisfied with our decision or if we have not given you a decision within 40 business days, you have the right to refer your complaint to the Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2; for further details visit www.fspo.ie. Your right to take legal action is not affected by following any of the above procedures.

10. Investor Compensation Scheme

XS Direct Insurance Brokers Limited is a member of the Investor Compensation Company DAC (ICCL), which was established under the Investor Compensation Act 1998. This legislation provided for the establishment of a compensation scheme and to the payment, in certain circumstances, of compensation to certain clients of firms (known as eligible investors) covered by the Act. In the event that a right to compensation has been established, the amount payable is 90% of your loss or €20,000 (whichever is the lesser).

11. Data Protection

Personal data which you give to XS Direct Insurance Brokers will be used for the purposes of obtaining and putting in place policies of insurance with insurers. Those insurers are the co-controllers with us of any personal data which you supply to us, for them. Personal data may include individual details,

identification details, credit and anti-fraud data, special categories of personal data and criminal convictions data, claims information and risk details.

We use your personal data for quotation, policy inception, policy administration, claims processing and renewals. We may also use your personal data where it is necessary (i) to comply with our legal and regulatory obligations (ii) to support our legitimate interests in managing our business (iii) and where you have provided your explicit consent. We may hold, use, disclose and process personal data relating to relevant criminal convictions and offences where authorised by control of official authority or where authorized by the European Union (EU), EU Member State law or applicable laws including for an insurance purpose, or where necessary for the purpose of, or in connection with any legal proceedings or where you have given consent to the processing. We may also hold, use, disclose and process special categories of personal data, e.g. health information, where you have given us your explicit consent, the processing is necessary to protect your or another's vital interest, you have manifestly made your personal data publically available, the processing is necessary for the establishment, exercise or defence of legal claims or where necessary for reasons of substantial public interest on the basis of law.

In order to provide our services and to comply with obligations imposed on us, it may be necessary from time to time for us to disclose your personal data to third parties, such as:

- Insurers, our agents, third parties who provide services to us, your intermediary and other insurers, insurer's reinsurers, third party claimants and their representatives;
- regulatory authorities and law enforcement agencies;
- databases for the purposes of preventing fraud e.g. InsuranceLink; and
- legal, financial, medical other professional advisors and those of our affiliates.

The personal data we collect from you may be transferred to, and stored at a destination outside of the European Economic Area.

We are required to ensure that your personal data, as a policyholder, is accurate and maintained in a secure environment. We will not keep your data for longer than is necessary under applicable law (which may mean retention of that data after a policy of insurance has lapsed).

Under Data Protection law you have a right to:

- access a copy of your personal data held by us;
- request rectification of your personal data if it is inaccurate or incomplete;
- request erasure of your personal data, in certain circumstances;
- restrict our use of your personal data, in certain circumstances;
- move personal data which you have given us to process;
- object to the processing of your data where our legal basis for processing is our legitimate interests; and
- not to be subject to a decision based on automated processing.

However, these rights may not be exercised in certain circumstances, such as when the processing of your data is necessary to comply with a legal obligation or for the exercise or defence of legal claims.

If you wish to exercise your rights with respect to the data we hold about you, please contact us by sending a written request to Data Protection Officer, XS Direct Insurance Brokers Limited, 1 Merrion Place, Dublin 2 (marked Private & Confidential) or by e-mail to compliance@xsdirect.com

If we cannot collect information requested from you, it may make it difficult, impossible, or unlawful for us to give you advice on, provide you with, and administer our insurance products.

Detailed information about the processing of your personal data may be found in our Data Protection Notice on our website:

<https://xsdirect.ie/documents>

12. 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.

13. Governing Law

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

14. Language

All communications in respect of all products will be in English.

Effective date: October 2018