# **TERMS OF BUSINESS**

Thank You for choosing Peopl Insurance. We're committed to getting you the cover you need and making your insurance more affordable and a whole lot easier, from Peopl you trust.

# What is this document and why are you telling me this?

The attached are important documents. They will help you understand more about us, provide helpful information about our Regulator, our insurance partners and how we work. If you have any questions, you can always give us a call or check-out our online help support.

#### **Authorised Status**

Our Terms of Business set out the terms under which CUIS Financial Services DAC t/a Peopl will provide business services to you. Please ensure that you read through this document carefully. If you require further clarification regarding any matter, we will be happy to deal with your queries. These terms shall apply to any service provided to you by Peopl and will remain in force until further notice. They also contain details of our regulatory and statutory obligations and the respective duties of both Peopl and you in relation to such services. Please note that by proceeding with your Peopl quotation or policy you agree to the terms as laid out in this Terms of Business document. By accepting these Terms of Business, you acknowledge that you have read and understand them; and you have read and understand the information contained within your chosen quotation and/or policy, which is also contractually binding on you.

# **Regulatory & Authorised Status**

CUIS Financial Services DAC t/a Peopl, 511 The Capel Building, Mary's Abbey, Dublin 7, Tel: 01 5533580 Email: insurance@people.ie, Web site: www.peopl.ie. Peopl is regulated by the Central Bank of Ireland as an insurance intermediary registered under the European Union (Insurance Distribution) Regulations, 2018. A copy of our regulatory authorisation is available on request. The Central Bank of Ireland holds registers of regulated firms. You may contact the Central Bank of Ireland on 1890 777 777 or alternatively visit their website at www.centralbank.ie to verify our credentials.

Peopl is subject to and must comply with the Central Bank of Ireland's Consumer Protection Code, Minimum Competency Code and Fitness and Probity Standards which offer protection to consumers. The codes are available for inspection on the Central Bank of Ireland's web site www.centralbank.ie.

# The Products and Services we offer

We sell General Insurance and Life Insurance products on a limited analysis of the market basis. That means that we only provide products that are created and underwritten by insurance companies with whom we have a written commercial agreement to do so.

Currently we offer products created and underwritten by

Product	Provider
Home Insurance	RSA Insurance Ireland DAC
Legal Expenses Insurance	DAS
Home Emergency Assistance	Mapfre Assistance Agency Ireland
Travel Insurance	Mapfre Assistance Agency Ireland
Life Insurance	Royal London Mutual Insurance Society Limited

#### Remuneration

We receive commission from the aforementioned underwriters. The level of commission may vary dependent on the product offered. Details of our remuneration is available on request. Commission will be paid by Peopl to our Credit Union partners.

#### Schedule of Fees

Transaction	Charges
Policy Set Up	Up to €100
Renewal	Up to €100
Mid-term Adjustment	Up to €50
Cancellation	Up to €50
Unpaid Instalment	Up to €20

# **Default for Non- Payment**

Non-payment of premium and/or failure to disclose any relevant information may result in the cancellation of your policy. You should refer to your Policy Document for further details.

# **Cooling Off Period**

A consumer (as defined by SI No 853 of 2004) has the right to withdraw from an insurance policy (as defined under SI No 853 of 2004) within 30 days of the start date of the policy without penalty and without giving any reason. This is known as the cooling off period. The right of withdrawal may be exercised by notice in writing to Peopl quoting your policy number. The right to withdraw applies provided that no claim or adjustment has been made or is intended to be made or no incident has occurred which is likely to give rise to a claim. Should this right be exercised the insurance company may charge for the period you are on cover. Please refer to your Policy Document for full details.

#### Cancellation

Either party may, at any time cancel the policy by providing written notice to the other in accordance with the terms and conditions as set out your Policy Document. Peopl may instruct your insurers to cancel your policy. If this happens, you will be issued with prior written notification to your last known address. Policies can be enforced cancelled by insurers due to, but not limited to, non-payment, non-disclosure, provision of incorrect information over the phone and online or where the necessary documentation is not submitted within a required time frame. The cancellation charge will be deducted from any rebate due to you prior to being issued to you, in this event, it will be agreed in writing by you in each instance.

#### **Complaints**

A full copy of our complaints procedure is available on request. Should you not be satisfied at any time with the service you receive from Peopl, please do not hesitate to make the fact known to us. We have an internal complaints procedure and will deal with your complaint promptly, thoroughly and in line with regulatory standards.

Complaints should be addressed to:

Compliance Manager Peopl 511 The Capel Buildings Marys Abbey Dublin 7

We will acknowledge your complaint in writing within 5 business days of receipt and will provide an update on the progress at regular intervals of not greater than 20 business days. We endeavour to resolve all complaints within 40 business days however if we have not resolved your complaint within 40 business days we will inform you of the anticipated timeframe within which we hope to have your complaint resolved. If you are dissatisfied with the handling/outcome of your complaint, you may refer same to the Financial Service and Pensions Ombudsman (FSPO). Lincoln House, Lincoln Place, Dublin 2, D02 VH29 t: 01 567 7000. e: info@fspo.ie Website: www.fspo.ie.

#### **Conflict of Interest**

Peopl seeks to avoid conflict of interest when providing services to our customers. Should an unavoidable conflict of interest arise then we will advise you of the details in writing. Where pertinent, we will request your confirmation in writing to proceed where a conflict has been identified.

# **Professional Indemnity Insurance**

Peopl also holds Professional Indemnity Insurance in accordance with the Central Bank of Ireland requirements.

#### **Data Protection**

Peopl complies with the requirements of the General Data Protection Regulation (EU) 2016/679 ("GDPR") and the Irish Data Protection Act 2018. Peopl is committed to protecting and respecting your privacy. The data will be processed only in ways compatible with the purposes

for which it was given. These are outlined in the Privacy Policy Statement which is available for review online at www.peopl.ie. We will ensure the Privacy Policy Statement is easily accessible through our website. If this medium is not suitable for you we will ensure you can easily receive a hard copy, please contact us to request a copy. Please contact us at insurance@peopl.ie if you have any concerns about your personal data. You confirm that Peopl is authorised to accept instructions on your policy/quotation from any person(s) whom Peopl may reasonably believe are acting on your behalf.

You have a right to request a copy of your personal information which is held by us. For more details write to:

The Data Protection Owner Peopl 511 The Capel Buildings Marys Abbey Dublin 7

# **Handling Clients' Money**

Peopl will accept payments by credit/debit card and, if you are a member of one our Credit Union partners, directly via a Credit Union payment, in respect of all non-Life classes of insurance. Peopl is not authorised to accept negotiable instruments in any other circumstances. Premiums are due on or before renewal date or inception date of the policy or before any policy changes which result in an additional charge. It is your responsibility to ensure that your payment has reached us and that your policy has been incepted/renewed/amended. If we do not receive your renewal payment on or before your renewal date, your policy will lapse and no cover will be in place. Where payment is made to Peopl by credit or debit card, any subsequent refund due may be refunded to the card used to make the initial payment.

# **Quotations**

Unless otherwise stated in your written quotation, all quotations are valid for 30 days. All quotations and cover are issued subject to acceptance by the insurer. A full copy of the insurers' policy wording, terms and conditions is available upon request. Please note full disclosure of all material facts, including claims, must be made before taking out a policy and at renewal and throughout the life of a policy and therefore you must inform us of any changes in circumstances which may affect the services we provide and the cover provided by the insurance company. You are responsible for providing complete and accurate information in connection with any proposal for cover. Failure to disclose all relevant information, or misrepresenting any fact which may influence the decision to accept the risk or the terms offered could result in your policy being cancelled, claims not being paid, difficulty in getting insurance elsewhere and in the case of property insurance failure to have property insurance in place could lead to a breach of the terms and conditions attaching to any loan secured on the property.

Quotations sought through the Peopl website may be provided based on certain assumptions. Payment for a quotation sought through the Peopl website does not automatically constitute evidence of cover, unless written confirmation has been issued to you from Peopl. Otherwise,

you will be contacted by phone following receipt of your payment to reconfirm your details and have your policy arranged. Cover does not come into force until it has been confirmed to you by Peopl. The terms of your chosen policy shall take precedence over any statement, representation, act or omission which may have been made by Peopl and which conflicts with any terms of your chosen policy. You must check all details on any statement of facts and pay particular attention to any declaration you are asked to sign. It is important that you read all documents issued to you and ensure that you are aware of the cover, limits, warranties, conditions and other terms that apply. Failure to disclose all relevant information could result in your policy being cancelled, claims not being paid and difficulty in getting insurance elsewhere.

# **Money Laundering**

Peopl reserves the right to request any facts about you which it reasonably believes it needs to know in order to comply with the Criminal Justice (Money Laundering and Terrorist Financing) Acts 2010 - 2018.

# Where the client fails to pay or defaults

We reserve the right to instigate cancellation proceedings in the event of the following:

- Your non-payment of the premium due at inception, renewal or following an alteration
- Your bank returns your payment due to insufficient funds or any other reason
- Provision of incorrect or inaccurate information
- Insurer imposed cancellation

In the event that you fail to pay, we will advise the insurance company involved and cover will be cancelled. Insurance companies may withdraw cover on default of any payments due under any products arranged for your benefit. Details of these provisions will be included in your policy/product terms and conditions. Peopl 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. Should there be a default of a payment Peopl will charge up to €20 fee for recovery of the defaulted payment.

#### Variation

Peopl reserves the right to amend these Terms of Business at any time but such amendments shall not affect any rights or obligations already accrued by you or Peopl. Any such revision to these Terms of Business will be notified to you by publication on our Website. You will be provided with an up to date copy of the Terms of Business at the time of entering into or renewing your policy with CUIS Financial Services DAC t/a Peopl.

#### **Termination**

Either of us may terminate this Agreement by written notice at any time but such amendments shall not affect any rights or obligations already accrued by you or People. Any such revision to these Terms of Business will be notified to you by publication on our Website. You will be provided with an up to date copy of the Terms of Business at the time of entering into or renewing your policy with Peopl.

#### **Written Communications**

We will contact you by email or provide you with information by posting notices on our Website. You accept that communication with us will be mainly electronic. You agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

# **Force Majeure**

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control including any act, event, non-happening, omission or accident beyond our reasonable control. Our performance under these Terms of Business is deemed to be suspended for the period that such event continues, and we will have an extension of time for performance for the duration of that period. **Waiver** 

If we fail to insist upon strict performance of any of your obligations under these Terms of Business, or if we fail to exercise any of the rights or remedies to which we are entitled under these Terms of Business, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of the terms of this Agreement shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing by our authorised personnel.

#### **Severability**

If any of the terms of these Terms of Business are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

#### **Entire Agreement**

These Terms of Business and any document expressly referred to in it constitutes the whole agreement between us and supersedes and replaces any previous arrangement, understanding or agreement between us relating to the subject matter of these Terms of Business.

#### **Governing Laws**

The laws of the Republic of Ireland will apply to all products and services offered by Peopl and the Irish Courts will have jurisdiction to hear any disputes that may arise.

# **Investor Compensation:**

Peopl is a member of the Investor Compensation Company Ltd (ICCL) scheme established under the Investor Compensation Act, 1998 (as amended) (the "Act"). A right to compensation will only arise where money or investment instruments held by us on your behalf cannot be returned either for the time being or for the foreseeable future and where you fall within the definition of eligible investor as contained in the Act. In the event that a right to compensation is established, the amount payable is the lesser of 90% of your loss, which is recognised as being eligible for compensation, or €20,000.

# **Brokers Ireland Compensation Fund**

As a member of Brokers Ireland, Peopl is also a member of the Brokers Ireland Compensation Fund. Subject to the rules of the scheme the liabilities of its member 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 from Brokers Ireland <a href="https://www.brokersireland.ie">www.brokersireland.ie</a>.

CUIS Financial Services DAC trading as Peopl is regulated by the Central Bank of Ireland with Registration No.647175 and registered offices at 511 The Capel Building, Mary's Abbey,

Dublin 7 Tel: 01 5533580 E:insurance@peopl.ie

Version 0.2 November 2019