

TERMS OF BUSINESS

Thank you for choosing Guard Me International Insurance Solutions Limited (“guard.me”) as the provider of international education insurance to you (the “Customer”) and, by extension, to the students registered by you as certificate holders under the policy arranged by guard.me.

We are committed to providing appropriate and good value insurance coverages to the international education marketplace.

Purpose of this Document

Our Terms of Business set out the terms under which guard.me 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 guard.me and will remain in force until further notice. They also contain details of our regulatory and statutory obligations and the respective duties of both guard.me and you in relation to such services. Please note that by proceeding with your registration as a customer of guard.me 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 the Policy Wording, Insurance Product Information Document (“IPID”) and any other information supplied to you by guard.me and/or the policy acquired, which is also contractually binding on you.

If you have any questions, related to this Terms of Business, or about any other aspect of our service, please call us, email us or check-out our online information (contact details set out below).

Regulatory & Authorised Status

guard.me is regulated by the Central Bank of Ireland as an insurance intermediary registered under the European Union (Insurance Distribution) Regulations, 2018. guard.me is authorised to distribute non-life insurance products to customers resident in Ireland, Italy, France, Germany, Malta and Spain. 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.

guard.me 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 website, www.centralbank.ie. When distributing insurance to customers resident in countries other than Ireland, guard.me is subject to the General Good requirements of that country, copies of which are available on request.

The Products and Services we offer

We sell General 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. The products we offer are therefore not based on an analysis of all products available in the insurance market.

Currently we offer products created and underwritten by White Horse Insurance dac, an insurance company incorporated in Ireland.

The products offered are as follows:

guard.me Multirisk

guard.me Multirisk Plus Cancellation



Remuneration

We receive remuneration from underwriters which is based on a percentage of the gross premium paid, i.e. the amount of premium paid by the policyholder, excluding any taxes and duties. The amount is generally directly related to the value of the products sold and is otherwise known as sales commission. Details of the actual remuneration arrangements with our product providers are displayed on our website at www.guardme.eu/commissions

Policy / Certificate Inception

Policy documents are provided to the Customer at the time of entering into this agreement with guard.me. Individual insurance packs, to include a policy wording document, IPID, welcome letter and Certificate of Insurance are supplied to the Customer by guard.me in advance of the policy inception date, for specific students. Premiums are payable on issue of policy documents, calculated as fixed price or at a per diem rate, depending on the specific policy acquired.

Default for Non-Payment

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

Policy Cancellation

To cancel your policy, or individual policy certificates, you must inform guard.me in writing and return any individual certificates in issue, including those which have been provided to your certificate holders. For cancellations within 14 days of issue (Cooling Off Period), guard.me will arrange for a refund of premiums for each certificate cancelled, provided that no claims have been made against the individual certificate and the beneficiary has not commenced travel. Cancellations after this 14-day period will not be refunded.

guard.me may notify you of the cancellation of your policy or cancellation of individual certificates by providing written notice to you in accordance with the terms and conditions as set out in your Policy Document. Cancellation by guard.me or the Insurer can be instigated due to, but not limited to, non-payment, provision of incorrect information over the phone and online or where the necessary documentation is not submitted within a required time frame.

Any unauthorised alteration of documentation issued by guard.me, including, but not limited to, policy documents and/or beneficiary Certificate of Insurance will result in an immediate cancellation of the policy and declination of any claims arising after the date of the unauthorised alteration.

Complaints

Should you not be satisfied at any time with the service you receive from guard.me, 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. A full copy of our complaint's procedure is available on request.

Complaints should be address to:

The Complaints Manager
Guard Me International Insurance Solutions Limited
Unit 7, Suite 2, Eden Gate Business Centre
Greystones, Co Wicklow
Ireland

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.



Telephone: 01 567 7000

E-mail: info@fspo.ie

Website: www.fspo.ie

Conflict of Interest

guard.me 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

guard.me holds Professional Indemnity Insurance in accordance with the Central Bank of Ireland requirements.

Data Protection

guard.me complies with the requirements of the General Data Protection Regulation (EU) 2016/679 ("GDPR") and the Irish Data Protection Act 2018. guard.me is committed to protecting and respecting your privacy. Data provided by you and by the individual certificate holders 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.guardme.eu.

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 at adminint@guard.me if you would like to receive a copy of our Privacy Policy Statement or if you have any concerns about your personal data.

In the event of a data breach, if you have not furnished us with the relevant contact information for the beneficiary, including email address, you will be obliged to contact them and inform them of all the relevant and necessary information surrounding the event and any impact on their data, as per all relevant regulatory requirements. We will be able to furnish you with templates in this event.

By agreeing to these Terms of Business you confirm that guard.me is authorised to accept instructions on your policy from any person, including your individual certificate holders, whom guard.me may reasonably believe are acting on your behalf.

You, and/or your individual certificate holders have the right to request a copy of your personal information which is held by us. For more details write to:

The Data Protection Officer
Guard Me International Insurance Solutions Limited
Unit 7, Suite 2, Eden Gate Business Centre
Greystones, Co Wicklow
Ireland

Handling Clients' Money

guard.me will accept payments by credit/debit card and/or by direct credit transfer in respect of premiums due. Premiums are due on the date of issue of the policy. It is your responsibility to ensure that your payment has reached us and that your policy has been incepted/renewed/amended prior to any of your individual certificate holders beginning their travel. If we do not receive payment in advance of the travel date for any individual certificate holder, no cover will be in place for that individual. Where payment is made to guard.me by credit or debit card, any subsequent refund due may be refunded to the card used to make the initial payment, or, it may be refunded to the Clients Account as a credit balance. All credit balances are auto refunded to the client's debit card after two months.

Provision of Cover

Please note all requested information on individual certificate holders must be provided before they are added to the policy and 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



Unit 7, Suite 2,
Eden Gate Business Centre,
Greystones, Co. Wicklow, Ireland



Tel: +353 (0) 1 437 2317



adminint@guard.me

www.guardme.eu

certificate holder being added to the policy. 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 and/or claims not being paid.

Cover does not come into force with respect to individual certificate holders until it has been confirmed to you in writing by guard.me. The terms of your chosen policy shall take precedence over any statement, representation, act or omission which may have been made by guard.me 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.

Financial Crime

guard.me 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 or following an alteration;
- Your bank returns your payment due to insufficient funds or any other reason;
- Provision of incorrect or inaccurate information; or
- 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.

Variation

guard.me 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 guard.me. Any such revision to these Terms of Business will be notified to you in writing and the updated Terms of Business will be published on our website. You will be provided with an up-to-date copy of the Terms of Business prior to entering into a guard.me policy. Any material amendments to the Terms of Business after you have entered a policy of insurance will be notified to you.

Termination

Either party 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 guard.me.

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 services offered by guard.me and the Irish Courts will have jurisdiction to hear any disputes that may arise. Insurance policies arranged by guard.me will be governed by the laws of the jurisdiction as set out by the provider of such insurance policies.

Investor Compensation:

guard.me is a member of the Investor Compensation Company Ltd (“ICCL”) scheme established in Ireland 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.

Effective Date

This Terms of Business is effective from the date executed by guard.me and the Customer below and remains effective until terminated or amended in accordance with the provisions for termination and variation contained herein.

Mark Sheerin

Mark Sheerin
Chief Executive Officer
guard.me International Insurance Solutions Limited

Date 10/01/2023

For The Customer

Date _____

