



## Vetsure Pet Insurance® Terms of Business and Important Details

### Who are Vetsure?

Vetsure is a trading name of TVIS Limited. TVIS Limited is the ultimate owner of 'Atlas TVIS' - a Protected Cell within Atlas Insurance PCC Limited ('Atlas'). TVIS Limited is responsible for the provision of quotes, the sale of policies, the renewal of policies, making changes to existing policies at your request (including cancellations), premium collection and claims handling on behalf of Atlas TVIS. You do not pay us a fee for doing this – we receive a commission for this service from Atlas TVIS which is a percentage of the total annual premium. We only offer cover from Atlas TVIS.

Vetsure can be contacted on 0800 050 2022 and / or by emailing [info@vetsure.com](mailto:info@vetsure.com). Their registered office is 2<sup>nd</sup> Floor, Titan Court, 3 Bishop Square, Hatfield, Hertfordshire, AL10 9NA. Their Company Registration number is 06820979. TVIS Limited is authorised by the Financial Conduct Authority (FCA No. 523215).

### Who regulates Vetsure and Atlas TVIS?

Vetsure are authorised and regulated by the Financial Conduct Authority (FCA) under the name of TVIS Ltd, FCA No. 523215). You can check this information on the Financial Services Register by visiting the FCA's website <http://www.fca.org.uk> or by contacting the FCA on 0800 111 6768.

Atlas Insurance PCC Limited ('Atlas') is a cell company authorised under the Insurance Business Act, 1998 (Chapter 403 of the Laws of Malta) to carry on general insurance business and is regulated by the Malta Financial Services Authority. Atlas is a member of the UK's Financial Services Compensation Scheme.

### Statement of demands and needs

This product meets the demands and needs of those who want to ensure that the veterinary needs of their pet are met throughout the policy period and at the level of cover selected as shown in the Policy Schedule.

### Advice

We are not able to provide you with any advice or recommendations relating to the purchase of a policy from us, but we can provide you with information so that you can make an informed choice concerning the most suitable cover for your pet.

### Awareness of Policy Terms

When a policy is issued to you it is your responsibility to read it carefully. This includes the policy wording document, your Schedule and Statement of Fact that make up the policy which you have purchased. If you are in doubt over any policy terms and conditions, please contact us and we would be happy to answer your questions. The Vetsure pet insurance administration team and/or staff at your veterinary clinic cannot recommend a particular level of cover – it is your responsibility to read and consider the policy terms carefully and check that you have the level of cover that you require to meet your individual needs.

### Cancellation

If you have agreed to purchase a policy and the cover is no longer required, you can cancel the policy at any time. You must notify us of your request to cancel by telephone on 0800 050 2022 or by writing to us at Vetsure, 2<sup>nd</sup> Floor, Titan Court, 3 Bishop Square, Hatfield, Hertfordshire, AL10 9NA. Alternatively, you can email [info@vetsure.com](mailto:info@vetsure.com).

You may cancel this policy by contacting Vetsure within 14 days of the start date or the date you receive your documents if this is later. Provided you have not submitted a claim, and no benefit has been paid, we will refund any premium you have paid. If you wish to cancel after 14 days, and provided you have not submitted a claim and no benefit has been paid, we may give you a refund of your premium for any period of cover falling after the cancellation date.



### Client Money (as an agent of an insurer)

Vetsure act as agents for Atlas TVIS for the collection and refund of premiums and the assessment and payment of claims. This means that premiums are treated as being received by the Insurer when received in our bank account and that any claims or premium refund is treated as received by you when it is paid over to you.

### Complaints

#### Step 1

We aim to provide a high level of service, but should you have an enquiry or complaint, you should first contact Vetsure at: Vetsure Pet Insurance, Customer Care Department, 2nd Floor, Titan Court, 3 Bishop Square, Hatfield, Hertfordshire, AL10 9NA OR telephone: 0800 050 2022 OR email [info@vetsure.com](mailto:info@vetsure.com). Please quote your policy and/or claim number in all correspondence.

Vetsure will handle all complaints in the first instance. This includes any complaints relating to claim outcomes or the pricing of your policy – which we will manage on behalf of Atlas TVIS.

#### Step 2 (if required)

If Vetsure are not able to provide a final response within 15 working days or you are not satisfied with Vetsure’s explanation as to why they require longer, OR you are dissatisfied with the outcome then you can take the case further through independent arbitration. If the complaint is regarding:

A claims outcome (such as a decline or partial decline) or the cost of your premium please contact:	The sale or servicing of a policy or the service you received from Vetsure during the handling of a claim, please contact:
Office of the Arbiter for Financial Services, 1st Floor, St Calcedonius Square, Floriana FRN 1530, Malta, Telephone: +356 21249245 (overseas call charges apply), Email: <a href="mailto:complaint.info@financialarbiter.org.mt">complaint.info@financialarbiter.org.mt</a> . Website: <a href="http://www.financialarbiter.org.mt">www.financialarbiter.org.mt</a> . The Arbiter may charge a fee of up to 25 Euros to consider your complaint. This will be refunded if your complaint is settled in your favour.	Financial Ombudsman Service Exchange Tower Harbour Exchange Square London E14 9GE Telephone: 08000 234 567 or 0300 123 9123 Email: <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a> Website: <a href="http://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>

Referral to the Financial Ombudsman Service must be made within six months of the date of our final response. In some circumstances a complaint may not be eligible for referral to the Financial Ombudsman Service. In such cases you will receive guidance from staff at the Ombudsman about your options, or you may wish to seek your own professional or legal advice.

The Financial Ombudsman Service would expect you to have had a final response from Vetsure before they accept your case, so please obtain this before approaching them.

Referral to the FOS or the Office of the Arbiter for Financial Services does not affect your right to take legal action against us.

An alternative option if you bought your policy online:

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If you choose to submit your complaint this way, it will be forwarded to an Alternative Dispute Resolution (ADR) entity which will handle the case entirely online and will reach an outcome in 90 days. The web address for this Online Dispute Resolution Service is <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>). Please quote our email address which is [info@vetsure.com](mailto:info@vetsure.com). Please be aware that the ADR entity will only be able to consider your complaint after we have had the opportunity to consider and resolve this.



## Data and Privacy Protection

Atlas TVIS are the data controllers, as defined by relevant data protection laws and regulations, of personal data held about you or relating to you and/or to any other person/s whom you name on your policy (hereinafter referred to as 'Others' within this clause).

In completing all the forms (including online forms) related to your policies or claims, you confirm your understanding and acceptance of the terms in our Privacy Policy. You hereby warrant that you have informed Others why we asked for this information and what we will use it for and have obtained the necessary explicit verbal consent.

Atlas TVIS collects and processes information about you and Others for purposes which include preparing requested quotations, underwriting and administering the insurance proposal and policy, carrying out its contractual obligations including handling and settling of claims, and preventing or detecting crime (including fraud). We may monitor calls to and from customers for training, quality and regulatory purposes.

Atlas TVIS may collect and disclose your and Others' information from/to other entities in order to conduct our business including:

- managing claims, which may require obtaining data including medical information about your pet from animal health providers and which you hereby authorise;
- helping us prevent or detect crime by sharing your information with regulatory and public bodies in the UK and Malta or overseas as well as with other insurance companies (directly or via shared databases), or other agencies or appointed experts to undertake credit reference or fraud searches or investigations; and/or
- Our third-party suppliers or service providers to whom we outsource certain business operations.

We will retain data for the period necessary to fulfil the above-mentioned purposes unless a longer retention period is required or permitted by law.

You have the right to access your personal data and ask Atlas TVIS to update or correct the information held or delete such personal data from our records if it is no longer needed for the purposes indicated above. You may exercise these and other rights held in our Privacy Policy, by contacting our Data Protection Officer at The Data Protection Officer, Atlas Insurance PCC Limited, 48-50 Ta' Xbiex Seafront, Ta' Xbiex XBX 1021 Malta or email [dpo@atlas.com.mt](mailto:dpo@atlas.com.mt) Please note, however, that certain personal information may be exempt from such access, correction or erasure requests pursuant to applicable data protection laws or other laws and regulations.

If you and Others consider that the processing of personal data by Atlas TVIS is not in compliance with data protection laws and regulations, you and others may lodge a complaint with us and/or the Office of the Information and Data Protection Commissioner by following this link

<https://idpc.org.mt/en/Pages/contact/complaints.aspx>

If you wish to view the full Privacy Policy, for a better understanding of how we use this data please visit <https://www.atlas.com.mt/legal/data-protection/>. Kindly note that this is subject to occasional changes including to comply with changing data protection laws, regulations and guidance.

## Call Recording and Monitoring

We record and/or monitor telephone conversations to ensure consistent service levels, to prevent/detect fraud and for training purposes.



## Financial Services Compensation Scheme ('FSCS')

If Atlas TVIS are unable to meet their liabilities, you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

## Information you give us

It is important that the information you provide to us is accurate, correct and that you answer the policy declaration questions honestly. This is important as it may influence any decisions we make regarding your application to insure your pet and assessment of any claims. It is your responsibility to take reasonable care not to make a misrepresentation to us. This will help ensure that there are no unnecessary complications or delays if you need to make a claim and/or your policy is not cancelled or treated as if it never existed.

## Law applicable to this policy

Unless it is specifically agreed to the contrary, and other than as specified under Clause 14.9 of the Policy Wording (Cell Limitation Clause), this policy shall be subject to English law.

## Payment Default

### Rejected Direct Debits

In the event of non-payment of your monthly premium, you have 7 days from this date to contact us and arrange payment. If payment is not received your policy will be cancelled from the date that your monthly premium was due.

### Cancelled Direct Debits

In the event of you cancelling your Direct Debit, we will take this as your intent to cancel the policy. Please contact us to arrange payment if this is not the case. If you do not, then the cover will cease with effect from the date that monthly premium was due.

## Policy Documents

- For full policy terms and conditions please refer to your policy documents;
- All our communication with you will be in English.

## Renewal

All our policies are monthly policies that run for 12 consecutive month periods effective from the commencement date. Before the end of each 12-month policy period we will contact you by email (or post where no valid email address is provided) to inform you about any changes to the premium and/or policy terms and conditions for the next 12 months. As this is a monthly contract the policy will automatically continue for each month the premium is paid.

If you pay your policy by Direct Debit your policy will automatically continue at the end of the 12-month period and payments will continue to be taken. If you do not wish your policy to renew at the end of the 12-month period you should cancel your Direct Debit and notify us by calling 0800 050 2022.

If you pay in a lump sum via debit or credit card, you need to contact us to make payment before the renewal date. If you do not contact us and make payment, your policy will expire on the renewal date.

TVIS Limited may change the underwriter or administrator of your policy at renewal. If this does occur, you will be notified of any changes when your renewal invitation is sent to you. If, having reviewed the changes, you do not want cover to continue you must notify us and we will arrange for your cover to be cancelled.

Your renewal documents will be sent to you by email at least 14 days before the renewal date of your policy. We will email them to the last email address provided to us by you. Unfortunately, we are unable to prevent emails from being filtered into your 'spam' or 'junk' folders - so please check these folders as well as your current Inbox. Adding us to your 'safe senders' list should help prevent this in future.



If your email address changes between the policy commencement date and renewal date, please inform us so that we can keep your records up to date.

If you have not provided us with a valid email address, we will post renewal documents to your last known address.

### Distance Marketing Disclosure

These additional disclosures are required because we are dealing with you at a distance.

The service that is provided by this firm has no limitations on the information other than as follows: -

- The fees applicable in relation to this firm are those fees applicable at the date of our first contact;
- The information concerning any product provided is applicable as at the date this information is provided.

There is no minimum duration in respect of our services offered to you.

We have not charged you any additional cost because you are dealing with us remotely and because we have not met with you.

You have the right to cancel your agreement with us as described above and in your policy documents.