



## Vetsure Pet Insurance® Terms of Business

### Accepting our Terms of Business

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business.

For your own benefit and protection, you should read these terms carefully. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us:

- By telephoning 0800 050 2022
- By emailing [info@vetsure.com](mailto:info@vetsure.com)
- By writing to us at 2nd Floor, Titan Court, 3 Bishop Square, Hatfield, Hertfordshire, AL10 9NA.

### 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'). Policies are underwritten by Atlas Insurance PCC Limited transacting for its TVIS Cell.

### Who regulates Vetsure and Atlas TVIS?

TVIS Limited (trading as Vetsure) is authorised and regulated by the Financial Conduct Authority (FCA No. 523215). You may check this on the Financial Services Register by visiting the FCA's website, <https://register.fca.org.uk/>  
Atlas Insurance PCC Limited 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 Insurance PCC Limited is deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. Atlas Insurance PCC Limited is a member of the UK's Financial Services Compensation Scheme. Registered in Malta at 48-50 Ta' Xbiex Seafront, Ta' Xbiex XBX1021, Malta. (Company Registration no. C 5601).

### Statement of demands and needs

Our products meet the demands and needs of pet owners who wish to insure against the unexpected costs of veterinary treatment over the life of their pet(s).

Our 'Premier' and 'Premier Plus' policies are suitable for those seeking cover for both injuries resulting from accidents and illness.

Our 'Accident Only' policy is suitable for those seeking cover for injuries resulting from accidents only.

### Our service

#### Helping you to decide

Vetsure can provide you with information but do not offer advice or make personal recommendations when arranging your insurance. However, Vetsure may ask some questions to narrow down the selection of products on which we will provide details; you will then need to make your own choice about how to proceed.

#### The capacity in which we act for you

TVIS Limited (trading as Vetsure) 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, complaint handling and claims handling on behalf of Atlas TVIS.

#### Payment for our services

You do not pay us a fee for providing the services above – we receive a commission for this service from Atlas TVIS which is a percentage of the total annual premium. We do not charge any additional fees (payable by you) for handling your insurance unless we have agreed these with you in advance. You will receive a quotation which will tell you the total price to be paid, and which identifies any fees, taxes and charges separately from the premium, before your insurance arrangements are concluded.

#### Scope of service including our product range and the range of insurers used

We are under a contractual obligation to only select pet insurance products from a single insurer, Atlas Insurance PCC Limited (Atlas), rather than on the basis of a fair and personal analysis of the market.

We will not in any circumstance guarantee the solvency of an insurer.

### 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.

## 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 Insurance Product Information Document (IPID), 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.

You should take note of the required procedures in the event of a claim, which will be explained in the policy documentation. Customers are encouraged to familiarise themselves with any time limits applicable for notification of a claim or circumstances which might lead to a claim.

All our communication with you will be in English.

## 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. After the expiry of the 14-day period referred to above, you may cancel this policy by contacting Vetsure. We will calculate and retain the premium for the period you have been insured up until and refund any balance where applicable. We are not liable for any costs incurred after the cancellation date.

## Complaints

The information below provides an overview of Vetsure's complaints process and what you can expect. Vetsure will handle all complaints in the first instance. This includes any complaints relating to claim outcomes or the pricing of your policy – which Vetsure will manage on behalf of Atlas TVIS.

If Vetsure completes the review of your complaint, and you remain dissatisfied regarding the outcome of this, Step 2 of the process below provides details of the independent arbitration channel available to you.

### STEP 1

If you have an enquiry or complaint, you should first contact Vetsure:

By email	By telephone	By post
<a href="mailto:info@vetsure.com">info@vetsure.com</a>	<a href="tel:08000502022">0800 050 2022</a>	Vetsure Pet Insurance Customer Care Department, 2 <sup>nd</sup> Floor Titan Court, 3 Bishop Square, Hatfield, Hertfordshire AL10 9NA

Within 3 business days Vetsure will acknowledge receipt of your complaint, explain how we will handle your complaint and tell you which member of our team will be dealing with it.

If your complaint is regarding a claim outcome (such as a decline or partial decline) or the pricing of your policy Vetsure will handle the complaint on behalf of our Insurer, Atlas TVIS. Vetsure will also explain what, if anything, you need to do and send you a copy of our complaints procedure if you do not already have one.

Within 15 business days of receiving your complaint Vetsure will:

Let you know what our final response is and the reasons for this OR explain why we are not yet able to provide a final response, provide you with an update and let you know when you can expect our final response.

### STEP 2 (IF REQUIRED)

If we are not able to provide a final response within 15 working days, and you are not satisfied with our explanation as to why we require longer, OR you are dissatisfied with our final response then you can take the case further through independent arbitration.

Please refer to <https://www.financial-ombudsman.org.uk/consumers/how-to-complain> where you can find full details of the Ombudsman's complaint process and instructions for submitting your complaint for their consideration. You can also phone them on 0800 023 4567.

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 Ombudsmen Service. In such cases you will receive guidance from staff at the Ombudsmen about your options - or you may wish to seek your own professional or legal advice. The Financial Ombudsmen Service will expect you to have had a final response from Vetsure before they accept your case, so please obtain this by completing Step 1 before approaching them.

Referral to the Financial Ombudsmen Service does not affect your right to take legal action against us.

## Financial Services Compensation Scheme ('FSCS')

We are covered by the Financial Services Compensation Scheme (FSCS) for our insurance mediation activities. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 (freephone) or [www.fscs.org.uk](http://www.fscs.org.uk).

## 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.

## Your responsibilities

You are responsible for answering any questions in relation to any proposal for insurance cover honestly and to the best of your knowledge, providing complete and accurate information which insurers will require. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover. This is particularly important before taking out a policy but also at renewal or of if you make a mid-term amendment to your policy.

If you fail to disclose information or misrepresent any fact which may influence the insurer's decision to accept the risk or the terms offered, this could invalidate the policy and mean that claims may not be paid.

You must check all details on any application form or Statement of Facts and pay particular attention to any declaration you may be asked to sign. It is important that you read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention must be paid to any warranties and conditions as failure to comply with them could invalidate your policy or mean that claims may not be paid. You must inform us immediately of any changes in circumstances which may affect the services provided by us or the cover provided by your policy.

If you are unsure about any matter, please contact us for guidance.

## Renewal

All our policies run for 12-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.

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 21 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, 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.

## Conflict of interests

Occasions can arise where we, or one of our associated companies, clients or product providers, may have a potential conflict of interest with business being transacted for you. If this happens, and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.

## Law applicable to this policy

Unless it is specifically agreed to the contrary, and other than as specified by the 'Cell Limitation Clause' within the Policy Wording, this policy shall be subject to English law.