

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 <u>info@vetsure.com</u>
- By writing to us at 1st Floor, Helios Court, Hatfield Business Park, 1 Bishop Square, Hatfield, Hertfordshire, AL10 9NE.

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 the insurance intermediary and 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 is authorised by the Prudential Regulation Authority and is subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. 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 set commission from our insurers, for the provision of policy administration and claims handling services. Our introducers may also receive remuneration for services that they provide.. 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, 1st Floor, Helios Court, Hatfield Business Park, 1 Bishop Square, Hatfield, Hertfordshire, AL10 9NE. Alternatively, you can email 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

Customers and their pets are at the heart of our business, and our products and services are designed with you in mind. We aim to treat all our customers fairly and consistently. This doesn't mean, of course, that things won't occasionally go wrong. Where we are made aware that a customer is dissatisfied, we will take all the appropriate measures to understand the reasons for this and aim to resolve the problem as quickly as possible. Where appropriate, we will also implement any improvements identified to prevent the same situation from arising again.

If you wish to make a complaint, you can contact us by post, telephone or email using the information below:

Post:

Vetsure Pet Insurance Customer Service Department, 1st Floor, Helios Court, 1 Bishop Square, Hatfield, Hertfordshire, AL10 9NE **Telephone:** 0800 050 2022

Email:

info@vetsure.com

Please quote your policy or claim reference number in all correspondence.

- We will acknowledge receipt of your complaint, whether verbal or written, within five business days.
- If the complaint can be resolved within five business days, our acknowledgement letter will also outline the result of our investigation.
- We will ensure that you are kept informed of the progress of the measures being taken to resolve the complaint.
- We will send you a written final response within eight weeks providing you with our findings and decision.

If you remain dissatisfied, you have the right to refer your complaint to the Financial Ombudsman Service, free of charge – but you must do so within six months of the date of our final response letter.

If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. They can be contacted at:

Financial Ombudsman Service Insurance Division Exchange Tower London E14 9SR Telephone: <u>0300 123 9 123</u> or <u>0800 0234 567</u> Email to: complaint.info@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk

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.

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 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.

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.