

Insurance Factory Limited Terms of Business and Important Details

Who are we?

Paws&Claws Pet Insurance policies are arranged and administered by Insurance Factory Limited (IFL). Their office is located at: 45 Westerham Road, Bessels Green, Kent, TN13 2QB. Insurance Factory Limited (IFL) is an insurance intermediary.

Policies are underwritten by HDI Global Specialty SE UK Branch who are registered in Germany, registration number HRB 211924. Registered Office Roderbruchstraße 26, 30655 Hannover, Germany acting through its UK branch whose office is located at 10 Fenchurch Street, London, EC3M 3BE, United Kingdom. Section 8 of this policy which is underwritten by Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA, United Kingdom, Registered No. 354568.

Advice

You will not receive advice or recommendation from us. We will give you information about the product but cannot make a decision for you.

Awareness of policy terms

When a policy wording is issued it is your responsibility to read it carefully, as it is that document and the schedule that make up the policy which you have purchased. If you are in doubt over any policy terms and conditions, please contact us promptly.

Who regulates us?

Insurance Factory Limited is authorised and regulated by the Financial Conduct Authority (No. 306164). Ageas Insurance Limited are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Financial Services Register Number 202039).

You can check this information on the Financial Services Register by visiting www.fsa.gov.uk/register/firmSearchForm.do which includes a register of all the firms they regulate.

Cover is offered from HDI Global Specialty SE UK Branch and Ageas Insurance Limited in respect of this type of insurance.

HDI Global Specialty SE UK Branch is registered in Germany, registration number HRB 211924. Registered Office Roderbruchstraße 26, 30655 Hannover, Germany acting through its UK branch whose office is located at 10 Fenchurch Street, London, EC3M 3BE, United Kingdom. Authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht, and authorised and subject to limited regulation by the Financial Conduct Authority (FCA No. 659331). Details about the extent of its authorisation and regulation by the Financial Conduct Authority are available from Us on request.

Who owns us?

Insurance Factory Limited is part of the Markerstudy Group of companies which includes Markerstudy Insurance Company Ltd and Zenith Insurance plc.

What to do if you need to complain?

Please email our Complaints Department at complaints@insurancefactory.co.uk or telephone 0330 102 5747.

Or, write to The Complaints Department, Insurance Factory, 5th Floor, The Connect Centre, Kingston Crescent, Portsmouth, Hampshire, PO2 8DE.

If your complaint is in respect of Section 8 of this policy write to Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA or visit us at www.ageas.co.uk/complaints.

If you are not satisfied with the final decision, you may refer your complaint to the Financial Ombudsman Service (FOS), Exchange Tower, Harbour Exchange Square, London, E14 9SR, telephone 0800 023 4567 from a landline or 0300 123 9123 from a mobile phone. Details on how to progress your complaint with the Financial Ombudsman Service can be found at www.financial-ombudsman.org.uk.

Or alternatively you can use the Online Dispute Resolution Platform (ODR) by visiting the page: <http://ec.europa.eu/consumers/odr>. Full details of our complaints procedure can be found in our policy wording, a copy of which is available on request.

Our responsibilities

Throughout the period of insurance we act on behalf of both you and the insurer. We act on behalf of you when providing a quote and arranging cover. When we issue policy documents, handle claims and collect premiums payments, we act on behalf of the insurer.

We act as agents for the Insurer for the collection of premiums and payment of claims and refunds of premiums. 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.

Cancellation

If, once you have agreed to purchase a policy and you find that the cover is no longer required, you can cancel the policy at any time. You must notify us of your request to cancel by phone on 0330 102 5747 or by writing to us at Insurance Factory Limited, 5th Floor, The Connect Centre, Kingston Crescent, Portsmouth, PO2 8DE. Alternatively you can email us at cancellations@insurancefactory.co.uk. Upon receipt of your cancellation request we shall cancel your policy as instructed. The charges due following cancellation are outlined below and in your policy document.

Fees and Charges

We arrange the policy with the insurer on your behalf. You do not pay us a fee for doing this. We receive commission from the insurer which is a percentage of the total annual premium. We also make the following charges:

All mid-term adjustments	£10.00
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Subject Access Request	No charge
Policy cancellation (administration charge)	£30.00
Debt Collection	You will be charged £25 plus 25% of your original outstanding balance to cover the cost of debt recovery via a debt collections agency. Notice on any intended use of a debt collection agency will be sent to you prior to submission.

Policy Cancellation	
Cancellation of the policy between the time you agree to the purchase of the policy until 14 days after the inception date.	Once you have purchased a policy, you have 14 days from the commencement date within which you can cancel the policy and provided no claims have been made, you shall receive a refund of any premium you have paid less the administration charge detailed in Insurance Factory's Terms of Business as shown above. If you wish to cancel your policy, please contact Insurance Factory's offices using the details below. Upon receipt of your cancellation request we shall cancel your policy.
Cancellation of the policy at any other time.	If you wish to cancel your policy after 14 days from the commencement date and provided no claims have been made, a pro-rata charge for your period on cover will be made as well as the administration charge detailed in Insurance Factory's Terms of Business as shown above. If you wish to cancel your policy, please contact Insurance Factory's offices using the details below. Upon receipt of your cancellation request we shall cancel your policy.
Cancellation of the policy with claims.	If you wish to cancel your policy and a claim has been made, including if a claim is made against you, the remaining premium for the policy year will be charged in the month of the cancellation. If you wish to cancel your policy, please contact Insurance Factory's offices using the details above. Upon receipt of your cancellation request we shall cancel your policy.

Payment Default	
Rejected Direct Debits	In the event of a payment default, you have 7 days from the date of default to contact us and arrange payment. If payment is not received your policy will be cancelled from the default date. A pro-rata charge for your period on cover will be made or where a claim has been made, the remaining premium for the policy year will be charged.
Cancelled Direct Debits	In the event your Direct Debit is cancelled, you have 7 days from the date the policy is cancelled to contact us to arrange payment and provide us with valid bank details. If payment is not received, your policy will be cancelled from the date we are notified by your bank that the Direct Debit is cancelled. A pro-rata charge for your period on cover will be made and an administration charge will be made as detailed above. Where a claim has been made, the remaining premium for the policy year will be charged.

Renewal
<p>All our policies are annual policies which run for 12 consecutive calendar months effective from the commencement date. Before the end of each 12 month period we will contact you by email or by 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.</p> <p>If you pay your premium by Direct Debit there is no need for you to take further action, your policy will automatically continue at the end of the 12 month period, subject to policy terms and conditions. A further 12 equal monthly payments will be taken, reflecting the premiums stated within your renewal documentation. If you pay by debit or credit card you need to contact us to make payment before the renewal date. If you do not wish your policy to renew at the end of the 12 month period, you should cancel your Direct Debit or continuous credit card mandate.</p> <p>If You pay Your premium by credit/debit card and have agreed to allow Us to collect the renewal payment automatically each year, unless we hear from You, Your policy will automatically renew at the end of the 12-month period. If You pay by Continuous Annual Payment on a credit card, and Your payment details change, Your card provider may provide Us with updated card details. We will use these new details at Your next renewal in order to help prevent any interruption to Your cover, unless otherwise stated by You. Failure to update us with new details may result in continuous cover being stopped.</p> <p>Insurance Factory Limited may change the underwriter or administrator of your policy at renewal. If this happens you will be notified of any changes when your renewal documents are sent to you. If you do not want us to change the underwriter you must notify us and we will not be able to renew your policy.</p> <p>Your renewal documents will be sent to you by email at least 14 days before the renewal date of your policy. We will email the last email address given to us by you. We are unable to prevent these from going into your spam or junk folders so please check these folders as well as your current inbox. If your email address changes between the policy start date and renewal date please inform us so that we can keep your record up to date.</p> <p>If you have not provided us with an email address, we will post renewal documents to your last known address.</p>

Call Recording and Monitoring

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

The information you gave us

We rely upon the information you provide to us to decide whether to insure your pet and the terms and conditions under which we will offer cover. English Law states that you must give us honest and accurate answers to the questions we ask during the application process, such as all known factors relating to the health, condition and behaviour of your pet in answer to our questions. This is important as it may influence any decisions we make regarding your application. You must use reasonable care in response to the questions and statements concerning this insurance. If you fail in your duty of taking reasonable care not to make a misrepresentation to us, we may exercise certain remedies which include cancelling this policy, retaining premiums or reducing the benefits due in the terms of the policy.

Fraud Prevention and detection

In order to prevent and detect fraud we may at any time:

- Share information about you with other organisations and public bodies including the Police;
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;
- Undertake credit searches and additional fraud searches.

How we use your data

We are governed by the Data Protection legislation applicable in the United Kingdom. For the purposes of Data Protection Legislation, Insurance Factory Limited is the data controller.

We believe in keeping your information safe and secure. Full details of what data we collect and how we use it can be found in our privacy policy which you can access via <https://www.pawsandclawspetinsurance.co.uk> or by requesting a copy from our Data Protection Officer (contact details below). Please also see your insurance policy document.

Where you have given us your consent to do so, we will send you information about products and services of ours or other third parties which may be of interest to you via telephone, letter or email (as you have indicated)

You have a right at any time to stop us from contacting you for marketing purposes or giving your information to other third parties. If you no longer wish to be contacted for marketing purposes then please contact us by e-mailing customerqueries@insurancefactory.co.uk

Under Data Protection Laws you have certain rights; these include for example, a right to understand what data we hold on you and a right to ask us to amend that data if it is incorrect. If you have any questions about how we use your data, or to exercise any of your data rights please contact our Data Protection Officer at:

Data Protection Officer
Insurance Factory Limited 45
Westerham Road
Bessels Green
Sevenoaks
Kent
TN13 2QB

Law applicable to this policy

You and we are free to choose the law applicable to this contract, but in the absence of agreement to the contrary the law of the country in which you are resident at the time of the contract will apply. If you are not resident in the United Kingdom, the law which will apply will be the law of England and Wales.

All our communication with you will be in English.

Financial Services Compensation Scheme ('FSCS')

If we are unable to meet Our 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, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0207 741 4100 or 0800 678 1100.

A specimen policy is available on request. For full policy terms and conditions please see your Policy Wording.