

## Petwise Terms of Business and Important Details

### Who are we?

Policies are arranged and administered by Insurance Factory Limited, registered in England and Wales, number 02982445. Registered Office: 45 Westerham Road, Bessels Green, Sevenoaks, Kent, TN13 2QB. Ultimate Insurance Solutions Limited is an insurance intermediary.

Your pet insurance is underwritten by Zenith Insurance plc.

### Advice

You will not receive advice or recommendation from us. We will give you information about a 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 (FCA), Financial Services Register number 306164.

Our permitted business is arranging general insurance contracts. You can check this information on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/register](http://www.fca.org.uk/register). Please note that the Financial Conduct Authority, the Financial Ombudsman Service and the Financial Services Compensation Scheme do not operate in respect of Channel Islands or Isle of Man risks.

### 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](mailto:complaints@insurancefactory.co.uk) or telephone 0333 003 2271 or, write to Petwise, The Complaints Manager, The Connect Centre, Kingston Crescent, Portsmouth, PO2 8QL.

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 FOS can be found at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or alternatively you can use the Online Dispute Resolution Platform (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 0333 003 2271 or by writing to us at Petwise, The Connect Centre, Kingston Crescent, Portsmouth, PO2 8QL. 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. In addition, the insurer pays us a fee per claim to deal with claims on their behalf. We also make the following charges:

All mid-term adjustments	£10.00
Subject Access Request	No charge
Policy cancellation (administration charge)	£30.00* * The administration charge for cancellation will not be applied if your pet has died or has been reported as lost or stolen.
Refunds	The minimum amount we will refund is £10 therefore any refund below this amount will not be given.

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.
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<b>Policy Cancellation</b>	
Cancellation of the policy between the times 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 as shown above. If you wish to cancel your policy, please contact our Customer Services Team on 0333 003 2271. 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 as shown above. If you wish to cancel your policy, please contact our Customer Services Team on 0333 003 2271. Upon receipt of your cancellation request we shall cancel your policy.
Cancellation of the policy with claims.	If your policy is cancelled for any reason a pro-rata charge of the premium and any applicable fees will be due, however if you have made a claim during the current year of insurance, your full premium and any applicable fees will be due (unless the claim is for the death of your pet when a pro-rata charge will be made). If you are paying by instalments the rest of the year's premium becomes due. If you wish to cancel your policy, please contact our Customer Services Team on 0333 003 2271. Upon receipt of your cancellation request we shall cancel your policy.

<b>Payment Default</b>	
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.

<b>Renewal</b>
<p>All our policies are annual policies effective from the commencement date. At renewal 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 renew, subject to policy terms and conditions. If you pay by debit or credit card you need to contact us to make payment before the renewal date.</p> <p>If you do not wish to renew your policy, you should cancel your Direct Debit.</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 records 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>

<b>Call Recording and Monitoring</b>
We record and/or monitor telephone conversations to ensure consistent service levels, to prevent/detect fraud and for training purposes.

<b>The information you gave us</b>
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 mis-representation 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.

Law enforcement agencies and organisations based in other countries may also access and use the information held by fraud prevention agencies. Please contact us if you want to receive details of the relevant fraud prevention agencies and databases that we use.

### **How we use your data**

We are governed by the Data Protection legislation applicable in both the United Kingdom and Gibraltar. 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.petwise-insurance.com/> 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](mailto: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](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto: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.

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Registered in England and Wales Number 02982445. Registered Office: 45 Westerham Road, Bessels Green, Sevenoaks, Kent, TN13 2QB.

Pet insurance will be underwritten by Zenith Insurance plc, registered in Gibraltar (No.84085) with registered office address at 846 - 848 Europort, Gibraltar, and authorised by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Conduct Authority and Prudential Regulation Authority in respect of underwriting business in the UK (register number: 211787). You can check this by visiting the Financial Services Register at [www.fca.org.uk/register](http://www.fca.org.uk/register)  
Petwise TOBA v16\_0 October 2019