



**TERMS OF
BUSINESS AGREEMENT**

**animal
Friends**
Pet Insurance

Animal Friends Insurance Services Limited
Animal Friends House
No 1 The Crescent, Sun Rise Way
Amesbury
SP4 7QA
Telephone: 0344 557 0300
Email: info@animalfriends.co.uk

For your own benefit and protection, you should read these terms carefully as they form an important part of the contract between the underwriter, you and us. This document sets out the terms upon which Animal Friends Insurance Services Limited ("**we**", "**us**", "**our**", "**Animal Friends**" or "**Animal Friends Insurance Services**") agrees to provide insurance services to you and contains details of our regulatory responsibilities.

By applying for insurance on **our** website and / or by telephone you agree to these terms and have read and understood the terms and conditions.

The insurer may from time to time change its policies or conditions, this could be due to changes to law or regulation relevant to **our** business. Accordingly, from time to time the terms of business may need to be updated or amended without prior notice to you.

If you renew your cover with the insurer or purchase a new product or service from **us** you will be agreeing to the Terms of Business attached to that product or service, which may differ from this one.

Please contact **us** if there is anything in these Terms of Business you do not understand or if you have any questions regarding your relationship with **Animal Friends Insurance Services**.

Terms of Business Agreement

1. Who Regulates us Animal Friends

The Financial Conduct Authority (FCA) is the independent watchdog that regulates financial services.

Animal Friends is the trading name of **Animal Friends Insurance Services** is authorised and regulated by the Financial Conduct Authority (FCA). **Our** Financial Service Registration Number is 307858.

This information can be checked by visiting the FCA website at www.fca.org.uk/register

Our permitted business is non-advised selling and assisting in the administration and performance of general insurance contracts.

2. Whose Products do we offer?

Animal Friends acts as an agent of Red Sands Insurance Company (Europe) Limited (the insurer) and provides pet insurance products along with a claims handling service. If you decide to proceed with a product, your contract of insurance is with Red Sands Insurance Company (Europe) Limited who are registered in Gibraltar (registered number 87598) and are licenced by the Gibraltar Financial Services Commission.

3. Which level of service will we provide?

You will not receive any advice and **we** will not make any recommendations when arranging your insurance. **We** may however ask some questions to narrow down the selection that **we** will provide details on. You will then need to make your own choice about how to proceed and whether a particular product meets your insurance needs.

4. Material facts disclosures by you

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 the insurer 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 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.

5. Reviewing documents sent to you

If your insurance has been arranged via the internet or by telephone you must check and confirm all the information in the documents is correct, paying particular attention to any declaration made and assumptions agreed with. It is important that you read all insurance documents issued to you and you are aware of the cover, limits and any other terms that apply. Particular attention should be given to any endorsements or special 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 this matter, please contact **us** on 0344 557 0300.

6. Changes in circumstances

You are responsible for informing us as soon as practical of any changes in yours or your pet's circumstances that may affect the cover provided under your insurance policy.

Terms of Business Agreement

7. Claims

You are responsible for notifying **us** of claims and or any circumstances, which may give rise to a claim as soon as possible. Failure to follow the notification requirements, particularly timing, as set out in the policy, may mean your claim is not paid. In presenting a claim, it is your responsibility to do so honestly and to the best of your knowledge by providing complete and accurate information.

8. How premium payment is handled

Animal Friends acts as an agent of the insurer in collecting premiums, handling refunds and the transfer of claim monies.

9. Remuneration and Sales

We are paid commission by Red Sands Insurance Company (Europe) Limited as the underwriter, which is based on your total premium. This also applies for transactions throughout the policy term. **We** arrange your insurance policy with the insurer on your behalf and you do not pay **us** a fee for doing this.

We will take commission due to **us** upon receipt of your premium unless the terms of business between the insurer and us specifies otherwise.

10. Payment Arrangement

Payment of premium is due before cover commences or otherwise as stated under the terms and conditions issued to you. Failure to pay premiums due will mean your insurance policy might not commence or that it will be cancelled. In the absence of any other agreement, the non-payment of premiums may be taken as instruction to cancel cover. **We** collect and hold insurance premiums as an agent of the insurer. Premiums received by **us** will be treated as having been received by the insurer.

11. Fees

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.

Commissions earned are non-refundable in the event of cancellation of the policy or termination of **our** services.

12. Cancellation right

You have a right to cancel up to 14 days from a) the date you receive the policy documents setting out its terms and conditions or the renewal policy documents setting out its terms and conditions or b) the date that cover is effected under the policy or the renewal policy, as applicable, whichever is the later.

If you wish to cancel your policy, you should contact **Animal Friends** directly. You will be entitled to a refund of premium less the amount due for the period of cover given before the cancellation notice. Should any claim occur before the policy is cancelled, including where such claim would lead to the policy being terminated, a refund of any premium paid may not be due.

13. Ending your relationship with us

Subject to immediate settlement of any outstanding premiums, **we** will not impose any penalty for ending your relationship with **us**.

If **we** feel **we** cannot continue providing services to you **we** will cancel your policy and inform you of this. Valid reasons may include, but are not limited to, non-payment of premium, failure to provide requested documentation, deliberate failure to comply with terms set out within the terms and conditions of cover, deliberate misrepresentation, non-disclosure, attempted fraud, use of threatening or abusive language, or intimidation of **our** staff.

14. Complaints Handling

We aim to provide you with a high level of customer service at all times, but if you are not satisfied please contact us by the following channels:

Post: **Animal Friends Insurance Services Limited**
Customer Resolutions Department
Animal Friends House
No 1 The Crescent Sun Rise Way,
Amesbury, Wiltshire SP4 7QA

Telephone: **0344 557 0300**

Email: **Complaints@animalfriends.co.uk**

When dealing with your complaint, it will be handled by a dedicated complaints investigator who will be impartial and will not have been directly involved in the matter which is the subject of the complaint. A summary of these procedures is available upon request.

Animal Friends will look to resolve your complaint in the quickest time possible and **we** must write to you with a final response within eight weeks of receiving your complaint. If you are still not satisfied once **we** have provided **our** final response, you may be entitled to refer the matter to the Financial Ombudsman Service, this must be done within six months of receiving our final response. 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. For example, if it believes that the delay was as a result of exceptional circumstances. The Financial Ombudsman Service can be contacted via the following channels:

Post: **Financial Ombudsman Service,**
Exchange Tower,
London E14 9SR.

Phone: **0300 123 9 123 or 0800 023 4567**

Email: **complaint.info@financial-ombudsman.org.uk**

15. Financial Services Compensation Scheme (FSCS)

Animal Friends is covered by the Financial Services Compensation Scheme (FSCS) which is the UK's statutory fund of last resort for customers of financial services. You may be entitled to compensation from the scheme.

Further information is available from the FSCS who can be contacted by telephone on **0800 678 1100** or **020 7741 4100** and by email via their website at: www.fscs.org.uk/contact-us/.

16. Limitation of liability

In the event of any breach of these terms and/or in the event of any representation, statement, act or omission including negligence arising in connection with all contracts between us, then the following provisions set out **our** entire financial liability (including any liability for the acts or omissions of **our** employees, agents and subcontractors) to you. Nothing in these terms excludes or limits **our** liability for death or personal injury caused by **Animal Friends'** negligence, or for **Animal Friends'** fraud, fraudulent misrepresentation or breach of any regulatory obligation.

We will not be liable to you for any losses that you or anyone else may suffer that are not directly associated with either **our** negligence or failure to provide our services to you in accordance with **our** agreement. **Our** total liability to you in respect of all losses arising as a direct consequence of any negligent performance of our services shall not exceed £1,200,000.

17. Professional Indemnity Insurance

We maintain professional indemnity insurance in accordance with the requirements of the FCA. The limit of indemnity will be not less than £1,200,000 per claim.

18. Contracts (Rights of Third Parties) Act 1999

Your instruction to **us** to set up an insurance policy on your behalf forms a contract between you and your insurer. This insurance does not give rights to any person other than you unless your policy document states otherwise.

Terms of Business Agreement

19. Accuracy of Information (Website Content)

The **Animal Friends** website contains links to third party websites. **Animal Friends** accepts no responsibility or liability for the content of these websites.

20. Governing Law and Jurisdiction

All quotations and policies that we obtain for you are subject to the law of England and Wales and subject to the exclusive jurisdiction of the English courts unless your policy document states otherwise.

21. United Kingdom Only

The information on **our** website is directed only at UK, Isle of Man and Channel Island residents. The products and services **we** sell are only available to UK, Isle of Man and Channel Island residents. By completing a request for a quotation you confirm that you are resident in the UK and you will immediately notify **us** if you cease to be so. The content of **our** website and the products and services offered by **us** comply with appropriate legislation and regulation of England and Wales.

All documentation provided to you in connection with **our** services and communications between **us** will be in the English language, unless you request otherwise.

22. Telephone Calls

Animal Friends may record or monitor telephone calls you make to **us** for training purposes and with the aim of improving the services that **we** provide to you.

23. Electronic Communications

During the course of **our** relationship, **we** will use e-mail, sometimes attaching further data in electronic form. In communicating with **us** you accept the inherent risks of this method of communication, which include the risk of interception or unauthorised access, the risk of corruption and the risks of exposure to viruses and other harmful software.

Any instructions or communication via e-mail cannot be considered notification to **us** unless receipt is acknowledged by us; this does not include an automatically generated reply.

We have virus-checking systems but you will still be responsible for checking any e-mail sent to you. You will also be responsible for checking that messages are complete. Should a dispute occur between us, both of us agree that this form of communication represents legal evidence and **Animal Friends'** systems represent the definitive record of electronic communications and documentation.

24. Copyright

The words "Animal Friends Insurance" and the **Animal Friends** logo are protected by copyright. The copyright for the material contained in this website is owned by **Animal Friends**. You may view any part of the **Animal Friends** website, and print a copy of it for your personal use. You may not use, copy or distribute any of the material contained in the **Animal Friends** websites for any other purpose, nor incorporate or distribute it in any other form or publication.

25. Severability

If any part of these Terms of Business is or becomes illegal, invalid or unenforceable then that part shall be deemed to be removed from these Terms of Business and shall not in any way affect the legality, validity or enforceability of the remaining Terms of Business.

26. Entire Agreement

This document and any amendment constitute the entire terms on which **we** will transact general insurance business with you and no alteration will have effect unless issued or agreed by **us** in writing.

27. Privacy and Data Protection

We take the safety of your personal information very seriously. **We** process information about you in accordance with **our** Privacy Policy. Please see this for full details of how **we** hold and process any personal data submitted to **us** by you on your behalf.



If you have any questions regarding any of our of policies or you'd like to upgrade, please call us on **0344 557 0300**

Animal Friends Insurance is a trading name of Animal Friends Insurance Services Limited (Registered in England #3630812), authorised and regulated by the Financial Conduct Authority (FCA register #307858)