# **Insurance Factory Terms of Business Arrangement and Important Information**

This document sets out the key terms and information you need to know about us, and our arrangement with you. Please read it carefully. If you do not understand any point or have any questions regarding our relationship with you, please ask us for further information.

### **Accepting of 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.

## Who are we and who regulates us?

In this terms of business "we", "us" and "our" means **Insurance Factory**, AA introduce to Insurance Factory Limited who arrange and administer the policy. Insurance Factory Limited, we are an insurance intermediary who are based in the UK and are authorised and regulated by the Financial Conduct Authority. Our registration number is 306164 and you can check our status by visiting the FCA's website <a href="www.fca.org.uk/register">www.fca.org.uk/register</a>. We are registered in England and Wales (no. 02982445) and our registered address is 45 Westerham Road, Bessels Green, Kent, TN13 2QB. Insurance Factory Limited are a wholly owned subsidiary of the Markerstudy Group which also includes Markerstudy Insurance Services Limited.

### **About Our Services**

We are an insurance intermediary who arrange Pet insurance policies. We will arrange your insurance cover, administer payment or refund of premiums collected from you and pass them to the insurer and help you with any changes required to your existing cover. When arranging your cover we will ask you questions so we understand your needs and ensure we provide you with a product or choice of products which meets those needs. We do not provide advice or recommendations but will provide information about relevant products for you to make an informed decision. Please ensure that your policy meets your demands and needs.

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. Where we issue policy documents, handle claims and collect or refund premium payments, we act on behalf of the insurer.

### **Our Fees, Taxes and Charges**

When you take out a policy with us you will be informed of the total price to be paid, including any fee, taxes and charges. This will be confirmed before we conclude the sale with you and with details also provided in your welcome letter. Any fees, taxes and charges that apply on renewal of your policy will be confirmed in your renewal invitation. Please note:

- any changes you make to your policy can also increase or decrease your insurance premium.
- All premiums quoted include the government's Insurance Premium Tax ("IPT") at the current rate

### Remuneration

When you arrange or renew your policy through us we receive commission, which is a percentage of the premium, from the insurer(s) of your policy. In addition, the insurer pays us a fee per claim to deal with claims on their behalf.

We remunerate our colleagues using a combination of fixed and variable rewards that are designed to ensure they always act in the customers best interests. Our sales and servicing colleagues receive variable financial and non-financial rewards based on their sales performance, providing they also achieve high levels of customer service and quality scores.

## **About The Products We Offer**

We only offer Pet insurance from a single provider, Covea Insurance plc. Registered Office: A&B Mills, Dean Clough, Halifax, HX3 5AX. Registered in England Wales number 613259. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority Registration Number 202277.

We also provide Third party Liability insurance alongside your core policy, which is also provided by a single insurer, the policy is underwritten by Tradex Insurance Company Limited. Registered office, 7 Eastern Road, Romford, Essex RM1 3NH. Registered in England and Wales No. 2983873.

Tradex Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA Registered number 202917.

### **Your Responsibilities**

Please take reasonable care to answer all the questions we ask you, either over the phone or online, honestly and to the best of your knowledge. If you do not your policy may be cancelled, treated as if it never existed or your claim not fully paid.

You must also tell us about any changes which affect your insurance policy. Should your circumstances change in the policy year please contact us to confirm that your cover remains in force. It is your responsibility to ensure that you have read, understood and checked the accuracy of the documents we send you, including details of the cover, limits and other terms that apply and confirmation of the information you have provided. If there are any errors, or you have any questions about your policy please contact us for assistance.

#### Cancellation

If you want to cancel your policy, please contact us using the contact details provided with your policy.

#### **Our cancellation terms**

If you cancel your policy, then:

- If your policy has not started or is within the first 14 days, we'll refund your full premium provided no claim has been made
- If your policy has started and is after 14 days, then if you have not made a claim, or had a claim made against you, we'll refund you minus a deduction for the time on cover (calculated as a proportion of the annual cover based on the insurers cancellation terms)
- If your policy has started and you have made a claim, or if a claim has been made against you, the remaining premium for the policy will be charged in the month of cancellation (this will not apply in the event of the loss or death of your pet).

Discounts may be given against the total cost of your policy. If we have given you a discount against your premium, this will be deducted on a pro rata basis from any refund due to you on cancellation.

#### Refunds

If you are entitled to a refund for any reason after your policy has started or after the expiry of 14 days, we will only provide this where the amount due to you is greater than £10.

#### Policies cancelled by us or the insurer

If your policy is cancelled by us or the insurer, for reasons such as misrepresentation, failure to disclose or failure to make payment, we will give you 7 days' notice of the cancellation. The cancellation will be treated in line with the terms above.

## **Paying by Direct Debit**

When paying via Direct Debit, you will be responsible for paying the monthly instalments as they fall due. In the event of any due payment not being made, the overdue payment must be made immediately. A missed payment charge may be incurred for any failed Direct Debit payments. If the payment is not received within 7 days of the default, we will commence the cancellation procedure in accordance with the policy conditions.

If you pay for your insurance policy premiums by monthly direct debit and have a claim, you are required to continue paying your monthly direct debits or settle the outstanding balance in full. Failure to do so may result in the insurer exercising any rights it has including the possibility of any claim not being settled by the insurer until payment for the policy has been received in full.

#### **Automatic Renewal**

To make the renewal process easier we may offer you the option to arrange for your policy to renew automatically. Where this is the case, the payment for the policy will be taken by the same method as the previous year and we will always write to you before the renewal is due to confirm the policy is due to renew automatically and give you the chance to cancel the renewal. Where your policy is set-up to automatically renew this will be confirmed in your welcome and/or renewal pack

### **Receiving your Documents**

We are committed to reducing our carbon footprint so our standard practice is to e-mail your documents to you, however, documents can be issued by post if required, just let us know.

### **Handling Money**

We act as agent for the insurer for the collection and payment of your premiums including as optional additional products you choose to purchase. This means that your premiums are treated as being received by the insurer when they are received by us. Any premium refund is treated as being received by you when it is actually paid to you. We will not pay you the amount of any interest that we earn from investing your money before paying it to your insurer.

### If You Need to Complain

At Insurance Factory we are dedicated to treating you fairly and responsibly. However, occasionally things can go wrong. If you experience an issue please contact us by telephone on 0800 294 2713 or email at <a href="mailto:complaints@insurancefactory.co.uk">complaints@insurancefactory.co.uk</a>. You can also write to us at The Complaints Manager, Floor 2, 5000 Lakeside, North Harbour, Portsmouth, PO6 3EN. We will endeavour to resolve your complaint by the end of the 3<sup>rd</sup> working day following its receipt, however where this is not possible we will send you a written acknowledgement within 5 working days. This will confirm who is handling the complaint for you.

Wherever possible we will then resolve your complaint within 4 weeks. If this isn't possible, for example because we need information from another party, we will write to you to confirm this, and advise when we expect to provide a response.

When we have fully investigated your complaint we will confirm our final response in writing. This will usually be within 8 weeks of you making your complaint. In the unlikely event that we are unable to provide this within 8 weeks we will write to you to explain why, and when you can expect our final response.

If we have taken longer than 8 weeks to respond, or you remain dissatisfied with our final response, you can contact the Financial Ombudsman Service (FOS) within 6 months of the date of our response. They can be contacted in writing at The Financial Ombudsman, Exchange Tower, London, E14 9SR, by telephone on 0300 123 9123, by email on complaint.info@financialombudsman.org or through their website at <a href="https://www.financial-ombudsman.org">www.financial-ombudsman.org</a>.

The FOS will consider your complaint impartially and we are bound by their decision.

### **Financial Services Compensation Scheme**

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of any claim, without upper limit. Further information about compensation scheme arrangements is available on the FSCS website <a href="https://www.fscs.org.uk">www.fscs.org.uk</a> or by telephoning 0207 741 4100.

#### **Applicable Laws**

Unless specifically agreed otherwise, this insurance shall be subject to English Law and the parties agree that any dispute arising out of it shall be subject to the non-exclusive jurisdiction of the English Courts.

## **Useful Contact Information**

If you need to contact us about your policy please use the details below:

Customer Service including amendmentsTelephone: 0800 294 2713Email: <a href="mailto:customerqueries@insurancefactory.co.uk">customerqueries@insurancefactory.co.uk</a>Cancellation enquiriesTelephone: 0800 294 2713Email: <a href="mailto:customerqueries@insurancefactory.co.uk">customerqueries@insurancefactory.co.uk</a>RenewalsTelephone: 0800 294 2713Email: <a href="mailto:customerqueries@insurancefactory.co.uk">customerqueries@insurancefactory.co.uk</a>

Claims Telephone: 0800 294 2713 Email: <u>aa@insurancefactory.co.uk</u>

#### **Your Data**

**How we use your information:** It is important that you understand how we, as a Data Controller, use your personal data, this section provides you with some basic privacy information. For full details on how we use your personal data and what rights you have please visit our website <a href="https://www.theaa.com/pet-insurance/">https://www.theaa.com/pet-insurance/</a> where you will find a link to the Privacy Notice at the bottom of the page. You can also request a copy of our Privacy Notice by contacting our Data Protection Officer, details below.

**Supporting Your Needs:** We collect and share information about you and your personal circumstances to identify and support your customer needs and to ensure we meet our regulatory responsibilities. This data may include Special Category Data that assists us in identifying and providing additional support and assistance if needed, for example providing documents in an alternative format.

**Fraud prevention and detection:** We carry out fraud checks on our customers to prevent fraud and to help us make decisions about providing, pricing and administering insurance. When we carry out these checks, we will search against fraud detection databases. We may pass details about you to some of these databases. Law enforcement agencies, financial service providers, fraud prevention agencies, police and other organisations may also access these databases.

**Automated Decision Making:** Some of our decisions are made automatically by a system or computer reviewing your data. You have a right to ask us to review any automated decisions.

**Credit searches:** Credit reference agencies are companies that collect, record and monitor people's credit history. We share information with credit reference agencies to assess applications, verify your identity and address and to obtain information about historic payment behaviour. We do this to help us to prevent fraud and carry out risk profiling, which allows us to calculate affordability, product suitability and creditworthiness. The credit reference agency we partner with will be a Data Controller in their own right.

Your rights as a data subject: Under Data Protection Laws, you have certain rights, if you would like to exercise any of your rights, please contact our Data Protection Officer.

**Data Protection Officer:** If you have any questions about how we use your data please contact our Data Protection Officer at: Data Protection Officer, 45 Westerham Road, Bessels Green, Kent, TN13 2QB or <a href="mailto:dataprotection@markerstudy.com">dataprotection@markerstudy.com</a>. You also have the right to complain to the Information Commissioner's Office, which regulates data protection compliance. You can find more information by visiting their website <a href="mailto:www.ico.org.uk">www.ico.org.uk</a>.