

# Terms Of Business



This Terms of Business Agreement ('Agreement') is effective from 1<sup>st</sup> January 2021. It sets out the terms upon which we agree to act for our clients and contains details of our regulatory and statutory responsibilities. It also sets out some of your responsibilities. **Please read it carefully.**

Please contact us immediately if there is anything in this Agreement which you do not understand or with which you disagree.

## **ABOUT US**

K9 COVER, a recognised trading style of I-Capitalise Ltd, is a specialist insurance broker, authorised and regulated by the Financial Conduct Authority (FCA) to transact general insurance business. Our Financial Services Register number is 938631. You can check this information on the Financial Services Register by visiting the FCA's website at <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768 (freephone) or 0300 500 8082.

We are contractually bound to offer you insurance products from the following insurer only:

ETU Forsikring A/S Registered Office: Hærvejen 8, DK-6230 Rødekro, Denmark who are authorised and regulated by the Finanstilsynet (the Danish Financial Regulator). Their Finanstilsynet authorisation reference is 108873. ETU Forsikring A/S are permitted to conduct business within the United Kingdom by the Financial Conduct Authority. Their UK Financial Conduct Authority authorisation number is 807534.

## **WHO DO WE ACT FOR?**

We act as agent of the insurer in our dealings with you.

## **DO WE MAKE PERSONAL PRODUCT RECOMMENDATIONS?**

Unless we tell you otherwise before you take out or renew a policy with us, our service does not include making a personal recommendation about the insurance products we offer.

## **INSURER SECURITY**

Whilst we monitor the financial strength of the insurers with whom we place business it should be noted that the claims-paying ability of even the strongest insurers could be affected by adverse business conditions. We cannot, therefore, guarantee the solvency of any insurer or underwriter.

A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.

## **RISK INFORMATION**

The terms of any insurance that we arrange on your behalf will be based upon the information provided by you to us or to your insurers.

If you are a consumer (an individual buying insurance wholly or mainly for purposes unrelated to your trade, business or profession) you must take reasonable care to answer all questions put to you about your proposed insurance fully, honestly and to the best of your knowledge. If you do not understand the meaning of any question, or if you do not know the answer, it is vital that you tell us.

Once cover has been arranged, you must immediately notify us or your insurer of any changes to the information that has been previously provided. The most serious consequence of failing to provide full and accurate information before you take out insurance, or when your circumstances change, could be the invalidation of your cover. In that instance it would mean that a claim will be rejected.

If you are a commercial customer, or someone buying insurance mainly for purposes related to your trade, business or profession, unless we advise you otherwise, you have a duty to give a 'fair presentation' of the risk to insurers. This means that you must clearly disclose every material circumstance which you, your senior management or persons responsible for arranging your insurance, know or ought to know following a reasonable search, before your cover is placed, when it is renewed and at any time that it is varied.

Your policy wording may also stipulate that this duty continues throughout the period of insurance cover. A material circumstance is one that may influence an insurer's judgement over whether to take the risk and, if so, on what terms. If you are in any doubt as to whether a circumstance is material, you are advised to disclose it. Failure to disclose a material circumstance may entitle an insurer to impose different terms on your cover or reduce the amount of a claim payable, and in some cases your cover could be invalidated which would mean that a claim would not be paid.

You are advised to keep copies of any correspondence you send to us or direct to your insurers.

## **OUR REMUNERATION**

Unless we tell you otherwise before you take out or renew an insurance policy with us, we are remunerated for our services in the form of commission from the insurer, which is a percentage of the total annual premium payable plus any Charges (see below) we ask you to pay us in addition to the premium. We will tell you how we are remunerated for the services we provide each time you take out or renew a policy through us.

Our entitlement to commission, where this forms part of or all of our remuneration, arises as soon as you give us instructions to take out or renew a particular policy. We may also receive commission from premium finance providers for introducing customers to them. For each policy, including any subsequent renewal, you have a right to request further information about the remuneration we receive as a result of placing your insurance business or arranging premium finance.

## **CHARGES**

When you take out or renew a policy through us, we apply an administration fee in addition to the insurer's premium. This fee corresponds to the comprehensive assessment of risk undertaken by way of third-party screening and covers the exceptional costs encountered in providing and maintaining medical screening. The charge is applied as a percentage of the annual premium but may vary when providing non-insurance services including veterinary support.

In the event of a policy being amended during the currency of its term we will apply a pro-rata administration fee plus commission, or pro-rata refund, in accordance with the type of amendment made. We may also charge a fee for any costs incurred amending or updating your direct debit mandate or premium finance payment, together with any late payment of default charges incurred by us.

In the event of a policy being cancelled during the currency of its term and not replaced by another policy, we will deduct our commission and charges from any refund of premium which is allowed to you.

## **METHODS OF PAYMENT**

We normally accept payments by direct debit mandate. It is often possible to spread payments through insurers' instalment schemes or a credit facility we have arranged with a specialist premium finance provider. When offering premium finance, please note that we act as a credit broker and not as a lender, and we act exclusively for PremFina Ltd who are authorised and regulated by the Financial Conduct Authority.

We will give full information about premium payment options when we provide quotations and at renewal. In the absence of your instruction to the contrary before expiry date, we will automatically renew your policy if payment is usually made direct to the insurer by direct debit.

## **PERSONAL CREDIT CHECKS**

When you ask us to obtain quotations for personal insurance products, you should be aware that some of the insurers we approach will carry out personal credit checks as part of the underwriting process. This means they will review information held by a credit reference agency. Whilst a record of the search will be added to your credit record, we are advised this will not have any detrimental effect on your credit rating or history.

To comply with Consumer Credit legislation, providers of personal credit are required to carry out affordability assessments before making advances of credit. This means that whenever we are asked to arrange personal premium finance, we will pass your name, address and date of birth to the finance provider, to enable it to carry out an assessment. In assessing your application, the provider may search information held by a credit reference agency. Please note the credit reference agency will add details of the search and your application to their records, whether or not your application proceeds.

## **SETTLEMENT TERMS**

You are responsible for the prompt settlement of insurance premiums so that we can make the necessary payments to your insurers. We have no obligation to fund any premiums on your behalf and cannot be held responsible for any loss which you may suffer as a result of a policy being cancelled or otherwise prejudiced due to the late payment of a premium where the delay is attributable to you.

## **CREDIT AGREEMENT PAYMENT DEFAULTS**

If any direct debit or other payment due in respect of a credit agreement entered into with our suggested provider of premium finance to pay insurance premiums, associated fees and charges is not met when presented for payment, or if you end or do not complete such credit agreement, you acknowledge and agree that it may be necessary for us or the premium finance provider to cancel on your behalf the insurance policies being paid by the said agreement, unless you immediately make other arrangements to pay the remaining balance of the insurance premiums.

After cancellation, you agree that you will be responsible for any time on risk charge still outstanding and the finance provider's reasonable costs after application of any refunds allowed by the insurers. You will be responsible for putting in place any alternative insurance arrangements you need and, unless you have been able to satisfy the requirements, we may have in such a situation to provide an alternative solution.

## **HANDLING CLIENT AND INSURER MONEY**

We hold client money collected for onward transmission to insurers and return premiums due to clients from insurers in a Client Bank Account, under a Non-statutory Trust in accordance with FCA rules. The Deed of Trust permits us to use the account to make advances of credit from time to time to our clients, in order to fund their premiums, subject to strict conditions. In dealing with us you agree to our holding client money in this way. A copy of the Deed of Trust is available on request.

For the purpose of some transactions, please note that client money may pass through other authorised intermediaries before the insurer receives it. Where we collect or hold money as agent of the insurer, we may also hold that money in the same Client Bank Account.

Client money will be deposited with one or more approved banks, a list of which is available on request. Please notify us immediately if you do not wish us to use any bank or banks on this list. Interest will not be paid to clients in respect of money held in Client Bank Account

## **CONFIDENTIALITY**

All information provided by our customers is treated as confidential and only disclosed in the normal course of negotiating, arranging and administering your insurance. This may include disclosing information to agents and service providers such as loss adjusters and approved contractors.

With a few exceptions, for example information requested by a court, a regulatory body, or information which is already in the public domain, we will not release information to any other party without your consent. Details of how we use personal data can be found on our website under Privacy Policy.

## **QUOTATIONS**

Unless stated otherwise in our documentation, all quotations provided for new insurances are valid only for a single period of interaction (i.e. one visit) with our website. You should be aware that quotations may change or be withdrawn if your risk profile changes between the time that the quotation was given and your instruction to proceed with cover is received.

## **CHANGES TO YOUR COVER**

We will normally deal with any requests to increase or amend cover within 48 hours of your instruction being received, or the next working day if a weekend or public holiday. Sometimes changes cannot be processed without obtaining additional information. If additional information is required, we will contact you as quickly as possible. We will confirm changes to your policy, once agreed, in writing. We will also advise you of any extra premiums you must pay or premiums we must return to you.

## **RECEIPT OF INSTRUCTIONS**

We do not consider instructions to arrange or change cover which are sent to us by post, electronic mail/messaging services or facsimile, or left on voicemail, to have been received until they reach the relevant personnel in our offices. We do not accept responsibility for instructions which do not reach us at all due to failures in the postal, electronic or telecommunications systems.

## **DOCUMENTATION**

Our aim is to produce documentation and issue correspondence in a clear and understandable format. In the event that clarification is required, we would ask you to let us know immediately. You should check all policy documentation to ensure that the details are correct, and the cover provided meets with your requirements. Any errors should be notified to us immediately.

All policies contain conditions and exclusions, and some contain warranties and excesses. It is your responsibility to examine the document to familiarise yourself with these. A breach of a policy condition may result in non-payment of a claim if compliance with that condition would have reduced the risk of the loss which actually occurred. Breach of a warranty may suspend the insurer's liability to pay any claims directly related to such breach, until such time that the breach has been remedied. We recommend that you keep policy documents for as long as a claim is possible under the policy.

## **TRANSFERRED BUSINESS**

If we take over the servicing of insurance policies which were originally arranged through another insurance broker or intermediary or directly with an insurer, we do not accept liability for any claim arising out of the advice given by that broker, intermediary or insurer, nor for any errors, omissions or gaps in your current insurance protection.

We would ask you to contact us without delay should any aspect of a policy, which has been transferred to us, cause you concern or if you need an immediate review. Otherwise, we will endeavour to review all transferred policies as they fall due for renewal.

## **MAKING A CLAIM**

Our insurers opening hours can be found in the policy wording and you should consult your policy documentation for contact details. Please ensure that you report all incidents that could give rise to a claim as soon as you become aware of them by contacting your insurer on their helpline. You will be advised if you need to complete a claim form or produce documentation to support your claim.

In certain circumstances late notification may result in your claim being rejected. If the claim involves damage to property, please do not dispose of damaged items and/or authorise repair work (except in an emergency or to prevent further damage) until your insurers advise that you can.

If your claim involves damage to third party property or injury to persons please pass copies of all correspondence, including solicitors' letters, to us immediately and unanswered. Any attempt to negotiate or respond to the incident, without prior reference to your insurers or us, may prejudice your cover. You should be aware that a claim arising after renewal of the policy has been invited, may affect the assessment and acceptance of renewal by your insurers.

## **COMPLAINTS**

If your complaint concerns sales or administration, please email [support@k9cover.com](mailto:support@k9cover.com) or contact us on 03300 564060. Alternatively, you can write to us at: I-Capitalise Ltd, 5 Harveys Hill, Luton, Bedfordshire, LU2 7YL or submit your complaint using the Contact Us form on our website.

Alternatively, if you are unhappy with the handling of your claim please contact Trent-Services (Administration) Limited on 03300 564064 or email [admin@trent-services.co.uk](mailto:admin@trent-services.co.uk). You can write to them at Trent House, Love Lane, Cirencester, Gloucestershire GL7 1XD.

If you raise a complaint, please quote your policy number which is on your certificate of insurance. If you still remain dissatisfied after following the above procedures in full you can ask the Financial Ombudsman Service to review your case. Their address is: -

The Financial Ombudsman Service (FOS)  
Exchange Tower  
London  
E14 9SR  
Tel: 0800 023 4567  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You have the right to refer your complaint to the FOS, 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. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

Please note the Ombudsman will not consider your complaint until a final response letter has been issued by Trent-Services (Administration) Limited or K9 Cover, as outlined above. Please quote your policy number or your claim number in all correspondence to all parties involved with this procedure. This procedure is intended to provide you with a prompt and practical service with any complaints that you may have.

## **COMPENSATION**

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of insurance transacted and the circumstances of your claim for compensation. Further details about compensation scheme arrangements are available from the FSCS.

## **TERMINATION**

Our policies are annual contracts which run for twelve months at a time. You may cancel the policy within 14 days (the cooling off period) for a full refund, provided no claim has been made. Your contract will automatically renew each year unless you choose to cancel it.

Either party may terminate this Agreement with 14 days' written notice or as otherwise agreed but no refund will be given, other than in exceptional circumstances, where you choose to cancel this policy outside of the cooling off period. Notice of this termination must be given in writing and, unless an end date has been agreed, the 14 days' notice will be measured from the date of receipt of the communication.

Unless otherwise agreed, your contract may be cancelled by us for the following reasons: -

- If you have selected 'single payment' as the preferred payment option and no payment is received by us within 2 months
- If you have selected to pay over 3-12 months and we fail to receive 2 consecutive monthly payments
- If the details provided by you during our quotation process differ substantially from any veterinary information gathered by us during the period of your cover

An instruction to lapse or cancel an insurance policy that we have arranged on your behalf will result in termination of this Agreement. If we serve notice of termination, it is our policy not to enter into correspondence about such reasons. Regardless of which party serves notice, termination is without prejudice to any transactions already initiated unless otherwise agreed in writing.

You will be liable to pay for any transactions or adjustments effective prior to termination and we will be entitled to retain any and all fees or brokerage payable in relation to policies placed by us prior to the date of termination.

If, prior to termination, you make a claim on an insurance policy that we have arranged, this service will continue until the claim is resolved on the provision that any refund or amount owed is sufficient to meet the outstanding costs of the claim, and any costs will be deducted from this.

When this Agreement is terminated, we will send you any documentation and information to which you are entitled, on request. We will retain your personal data for a certain period of time after termination of this Agreement (please see our Privacy Policy on our website for further details).

## **CANCELLATION RIGHT**

If you take out a personal policy through us which lasts for more than one calendar month, you may cancel the cover up to 14 days from the later of:

- The policy start date or the date you receive full policy documentation from us, or
- The renewal date or the date you receive full renewal documentation from us or your insurers

You will be informed if you have such a Cancellation Right in separate documentation. Should you decide to exercise the Cancellation Right you will be entitled to a full refund of premium unless a claim has been submitted.

If the premium has not been paid, a charge may be made for the period of cover given prior to the exercise of the Cancellation Right. Should any claim occur prior to the exercise of the Cancellation Right where the claim terminates the insurance cover, your insurers may not allow a refund of any of the premium paid.

If this Cancellation Right is not exercised within the 14-day period as stated above, and you decide to cancel the policy at a later date, the amount of any premium refund will depend upon the cancellation terms of your insurance policy. To exercise the Cancellation Right you should contact us at our normal address or your insurers at the address shown on your policy.

## **CANCELLATION OF POLICIES**

If you wish to cancel your policy in exceptional circumstances outside of the cooling off period, then subject to acceptance by insurers you may be entitled to a refund of part of your premium as long as no claims have occurred during the time you have been on cover.

The refund due may not necessarily be proportionate to the remaining period of cover. Additionally, you should note the following:

- Insurers do not normally allow refunds in cases where a minimum and deposit premium has been charged
- Cancellation of a direct debit does not necessarily cancel a policy and any balance of premium owing may be requested by the insurers.

When your policy ends or is cancelled, we will send you any documentation and information to which you are entitled on request.



## **LIMITATION OF LIABILITY**

We do not accept liability for losses which: are contributed to by your own negligence; arise from your failure to provide information which we have reasonably requested about your insurance risks; or which are not a reasonably foreseeable consequence of our actions.

Notwithstanding the above, our liability as a business operating within a regulated sector satisfies the current requirements as stipulated by the Financial Conduct Authority.

## **LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with English Law. In relation to any legal action or proceedings arising out of or in connection with this Agreement we both irrevocably submit to the exclusive jurisdiction of the English courts.

YOU ARE DEEMED TO HAVE ACCEPTED THIS AGREEMENT AND GIVE YOUR CONSENT FOR US TO OPERATE IN THE WAYS DESCRIBED, UNLESS YOU ADVISE US OTHERWISE WITHIN SEVEN DAYS OF RECEIPT.