

# **Terms of Business Agreement (TOBA)**

This TOBA sets out our terms and conditions and is effective once it is received by you. It will remain in force until we issue a revised version. We request that you read this TOBA carefully, in conjunction with our correspondence, so you understand the basis of our services and charges. They will form an important part of any contract between us, your insurer and you. By proceeding on our website and/or applying to us for insurance by telephone you agree to be bound by these terms.

#### 1. Who we are

Lifetime Pet Cover Limited (Registered in England & Wales No. 09138396), authorised and regulated by the Financial Conduct Authority. Financial Services Register No. 973845. Registered Office: The Old Dairy, Western Court, Bishops Sutton, United Kingdom, SO24 0AA.

Lifetime Pet Cover is an intermediary, acting as an agent for the insurer. We are remunerated for arranging your pet insurance in the form of a commission. This is a percentage of your total annual premium. We do not charge you for arranging cover with the insurer. Lifetime Pet Cover do not charge for arranging premium finance, in order that you can pay your premium in monthly instalments however the Premium Finance provider may charge for their services which will be made clear to you at the point of sale or renewal of the policy.

# 2. Material Information we will need from you

We will ask you a series of questions to establish your demands and needs; and it is important that you answer each and every question and provide us with full information. It is important that you understand that any information, statements or answers made by you to us, or your Insurer, are your responsibility. If you are unsure of a question or are uncertain as to whether you must tell us certain information, please ask us to explain what is needed to you.

## 3. Our quotation to you

We will seek quotations from a single provider with whom we place this type of Insurance. They will be named on correspondence and on your documents. Once we have all the relevant information, we will advise you and make a recommendation which is based on your demands and needs and the answers provided by you. All premiums quoted are subject to the current rate of Insurance Premium Tax (ipt) as defined by HM Government.

# 4. Premium received from you

Premium received from you will be held by us as Agent of the Insurer and the Bank account is designated as per the relevant regulatory rules. We pass premium received from you to the insurer when requested. We earn a commission for arranging your insurance and this goes towards our administration costs.

# 5. Fees and Charges

We may include an administration fee or charge in relation to business arranged for you. You will be advised of the amount we charge at each transaction verbally, in writing or both.

# 6. Finance and Credit checks

In the event that your insurance has been arranged on finance, we will advise you of the name of the finance provider, the initial amount required by the Insurance Company and the additional premium you will be required to pay, if you select to pay on premium finance. You will also be advised of the amounts you will be required to pay and when. You should be aware that certain Insurers and Finance providers may carry out credit checks when arranging your insurance. Please read the information provided by your finance provider carefully, including the cancellation arrangements, in conjunction with our Terms of Business Agreement and your Insurers information. We receive income from the finance provider for arranging your insurance payments with them.

## 7. UK only

The information on our website is directed only at UK residents. The products and services we sell are only available to UK 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 resident. The content of our website and the products and services offered by us comply with appropriate UK legislation and regulation. Unless we have agreed otherwise with you, the Insurance Contract with the insurer shall be subject to the law of England and Wales and to the exclusive jurisdiction of the English courts.





## 8. Cancellation

You have certain rights in relation to the cancellation of your insurance in the early stages, and these are set out in the Insurer's documentation. Cancellation terms vary by Insurer and it is recommended that you read this section carefully, as cancellation refunds are not given after a claim, and are otherwise calculated on a short period scale weighted in favour of the insurer. Cancellation during and after the "cooling off" period is explained in your policy wording.

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. If a claim has been made in the 14-day inception period, then you are agreeing that the policy is acceptable to you and no refund will be made. 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. If you wish to cancel your policy, please contact Lifetime Pet Cover via email at hello@lifetimepetcover.co.uk. 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 Lifetime Pet Cover via email at hello@lifetimepetcover.co.uk. Upon receipt of your cancellation request, we shall cancel your policy.

If your pet dies and you need to make a claim, the remaining premiums for the full policy year will not be charged.

#### 9. Complaints

We aim to provide You with the highest level of service at all times. However, We recognise that things can go wrong occasionally and if this occurs, We are committed to do Our best to resolve the matter promptly.

# Sales or general administration

If You are unhappy with any aspects of the sale or general administration of this insurance please contact Lifetime Pet Cover at hello@lifetimepetcover.co.uk or by telephone 020 3750 0022. When You do this quote Your Policy number, which is on Your schedule.

#### Claims

If You are unhappy with the handling of a claim, please contact, Trent-Services (Administration) Limited, Trent House, Love Lane, Cirencester, Gloucestershire GL7 1XD, e-mail admin@trent-services.co.uk, telephone 01285 626050. When You do this quote Your policy number, which is on Your Certificate of Insurance.

## If Your complaint is in relation to the insurer for Sections 1A, 1B, or 1C

You may also write to the Managing Director of Bastion Insurance Company Limited, 4th floor, Development House, St Anne Street, Floriana, FRN 9010, Malta. (UK FCA Registration No 446703)

When writing please include the following information:

- name, address and postcode, telephone number
- policy number and/or claim number
- the reason for your complaint
- copies of any material you may wish to provide the insurer

Please quote Your insurance reference number and Your claim number in all Your 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.



## The Financial Ombudsman Service

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 **Exchange Tower** London E14 9SR

Tel: 0800 023 4 567

Email: complaint.info@financial-ombudsman.org.uk Website: 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 Lifetime Pet Cover Limited or the Claims Handler, as outlined above.

Please quote Your insurance reference number and Your claim number in all Your 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.

## 10. Financial Services Compensation Scheme (FSCS)

Lifetime Pet Cover Limited, are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Full information is available on the FSCS site www.fscs.org.uk.

## 11. Financial Crime

Please be aware that current UK money laundering regulations require us to obtain adequate 'Know Your Client' information about you. We are also required to cross check you against the HM Financial Sanctions List as part of the information gathering process. We are obliged to report to the National Crime Agency any evidence or suspicion of financial crime at the first opportunity and we are prohibited from disclosing any such report. We will not permit our employees or other persons engaged by them to be either influenced or influence others in respect of undue payments or privileges from or to insurers or clients.

# 12. Consumer vulnerability

As an Appointed Representative of a regulated firm we are required to make the necessary enquiries to ensure that you are able to meet any payments to the Insurer, finance provider and our administration fee or charges.

We are also required to have in place systems and controls and disclosure information, which ensures that you are receiving the product which best suits your demands and needs; and that you have received a full explanation of each product before you proceed with your purchase. If you require additional information or explanation, we ask that you request this when seeking a quotation and / or when purchasing insurance.

## 13. Reviewing documents sent to you

Your insurance documents will be emailed to you (or posted on request). It is important that you read these in full to ensure you are happy with the cover you have bought and fully understand the terms of your cover, the limits and exclusions. It is your responsibility to make sure that the details of your cover are correct.

You must notify us immediately if any details are incorrect. You can do this by emailing us at hello@lifetimepetcover.co.uk or by phoning 020 3750

## 14. Making amendments to your policy

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It is your responsibility to notify us of any changes to your circumstances, as these may affect the cover provided by your policy. You can do this by emailing us at hello@lifetimepetcover.co.uk, however receipt is not guaranteed and it is your responsibility to confirm that we have received your message and made the appropriate amendments.

#### 15. Disclosure

It is important that the information you provide, both verbally and in writing is full and correct. Failure to provide an answer honestly or to omit information could invalidate your cover and any claims made under it. You are a valued Customer and we will do all we can to match your expectations. However, as we are authorised and regulated by the Financial Conduct Authority (FCA), we are required to point out to you that you may be able to obtain a cheaper quotation elsewhere. Please be advised that in obtaining an alternative quotation from another source, we encourage you to obtain confirmation that this is on a "like for like" basis; and that certain aspects of cover are not reduced or excluded.

## 16. Renewal of your insurance

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, to inform you about any changes to the premium and/or policy terms and conditions for the next 12 months. If you pay your premium by instalments, we will automatically renew your policy each year for your convenience, unless you inform us not to. If you pay by debit card, you must contact us before the renewal date to make payment.

Prior to the end of the term of your insurance we will contact you to provide you with details of the terms on which it may be renewed. From time to time we may consider it appropriate or in your interests to change the insurers underwriting our insurance products or to cancel your existing insurance product before the end of its term (if the terms of your insurance allows for cancellation) and transfer your insurance to a new insurance underwriter which we believe offers a broadly similar or better level of insurance cover or benefits and the transfer of which is at no extra cost to you.

If we change the insurer for the insurance product you have chosen we will contact you prior to the end of the term of your insurance term and provide you with details of the new insurer and the terms of the insurance product we are able to offer to you. Write to us if you do not wish to receive this information. You authorise us to provide you with the insurance product we notify you about and/or to cancel your existing insurance and provide you with the replacement insurance product unless you tell us otherwise before the new insurance starts. Details of how you tell us will be provided with the information we send to you.

When we arrange insurance on your behalf you will provide your payment details to us or the insurer underwriting your insurance product. These details will be used by us/them to continue your insurance at the end of the term of your insurance product. If we do change the insurer underwriting your insurance product you authorise us or the existing insurer underwriting your insurance product to provide your payment details to the new insurance underwriter and/or our premium finance provider. Your payment details will only be used to continue your insurance, with either the existing or new insurance underwriter or premium finance provider after you have been provided with the information referred to above and you have been told what is happening.

# 17. Data protection and privacy statement

Lifetime Pet Cover will hold and process any personal data you submit to it in the course of applying for pet insurance cover. This data may include information regarding direct debit mandates. We will be acting as data controller under the Data Protection Act 1998 ("DPA") and EU GDPR 2018 in relation to such personal data and are committed to complying with our legal obligations under the DPA and GDPR. We will use your personal data for the purposes of arranging for the provision of insurance to you, dealing with renewals and to improve our understanding of your interests and of our products and services. We will disclose your personal data to the carefully selected insurance companies that will provide cover to you who will process the data for the purposes of providing your insurance cover. If you choose to pay your premiums in instalments, we will disclose your personal information to our selected premium finance provider. Your information will not be shared with other parties for marketing purposes.

The information we disclose to insurance companies and our premium finance provider will include those relating to direct debit mandates and in the event that we decide to change your insurance provider or our premium financer, in accordance with these terms and conditions, we will transfer this information from the old to the new insurance provider and premium finance company, along with other personal data.

We will treat all customers' information in a confidential manner and will ask you a set of questions to ensure that we are speaking to the policyholder only. We are not authorised to speak to another person in relation to your insurance and will decline any request for information or to make alterations to your policy, unless we have a legal mandate to do so or you have authorised us to add another named policy holder to your policy. Your details will be held in compliance with the General Data Protection Regulation (GDPR).

You have certain rights in relation to how and when we may contact you and we will ask you a series of questions to determine which means you wish to receive communications from us. You also have the right to be forgotten and should you request this option, we will explain what this





means to you. Data held about you is secure and complies with GDPR rules. Details of any credit or debit card used in connection with the arrangement of your insurance will not be held by us on computer or file; and will not be passed to a third party.

For full details of how we use your personal data, please see our Privacy Statement which is available on our website.

#### 18. Telephone calls

Lifetime Pet Cover will record or monitor telephone calls for training purposes and with the aim of improving the services that we provide to you.

#### 19. Law

This agreement shall be governed by the Laws of England, and the parties agree herewith that any dispute arising shall be subject to the (non) exclusive jurisdiction of the relevant Court.

#### 20. Revisions

Lifetime Pet Cover may revise these Terms of Business by updating this document which can be accessed through our website, at any time. If you renew your policy with the insurer, or purchase a new product or service, you will be bound by the then current Terms of Business, which may differ from these. If you proceed, and access the information included on our website, Lifetime Pet Cover will assume you agree to be bound by these terms.

This Terms of Business was last updated on 15/09/2023.