SPOT ON

Terms of Business Agreement

Spot On, trading name of Trusted Insurance Services Ltd

Address: 18th Floor, 100 Bishopsgate, London, EC2N 4AG

Email: info@spotonpetinsurance.co.uk

This document sets out the terms upon which Trusted Insurance Services Ltd ("we", "us", "our", or "Spot On") agrees to provide insurance services to you and contains details of our regulatory responsibilities.

By applying for insurance on our website you agree to these terms and have read and understood the terms and conditions.

1. Statement Of Demands And Needs

This policy is suitable for pet owners who wish to protect themselves against the unforeseeable costs associated with pet ownership.

2. Product Offering

Spot On acts as an agent of Antares Insurance Company 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 Antares Insurance Company Limited, 21 Lime Street, London, EC3M 7HB registered under company number 13763689 which is authorised and regulated by the Financial Conduct Authority under firm reference number 967451 and by the Prudential Regulation Authority.

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.

3. Disclosure And Service Level

It is very important that you provide us with correct information when taking out your insurance for your pet. If you purposely supply incorrect information, act dishonestly or make an exaggerated or false claim, we will cancel your policy, not pay your claim and retain any premiums from the date of the fraudulent claim.

If we have paid a claim to you and then are made aware that it was done fraudulently, you will need to pay all claims money back to us from the date the fraud occurred. The amount you would need to pay back would also include any eligible claims made after the date the fraud occurred. We are also responsible for informing other organisations and relevant authorities of any fraudulent claims that you make. It is your responsibility to tell other insurers that we have cancelled your policy due to fraud.

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. 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 Spot On's systems represent the definitive record of electronic communications and documentation.

5. Documentation Review

You need to check and confirm if 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 info@spotonpetinsurance.co.uk.

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.

6. Privacy And Data Protection

Spot On is the data controller of any personal information you provide to the Spot On or personal information that has been provided to Spot On by a third party. We collect and process information about you in order to arrange and administer insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, brokers, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

Spot On may record or monitor telephone calls we make to you for training purposes and with the aim of improving the services that we provide to you.

For further information on how your information is used and your rights in relation to your information please see the Privacy Policy - www.spotonpetinsurance.co.uk/privacy-policy. If you have questions in relation to this notice, or data protection generally, please contact Spot On's data protection officer, whose contact details are provided below:

You can contact the data protection officer by emailing dpo@spotonpetinsurance.co.uk.

7. Premium Payment

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

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.

8. Fees And Commission

We are paid commission by Antares Insurance Company Limited as the insurer, 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. Commissions earned are non-refundable in the event of cancellation of the policy or termination of our services.

9. 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. All claims must be submitted via the Spot On Customer Portal.

10. Cancellation Right

Once you receive your full policy documents and you are not satisfied with the offering, you have 14 days within which you can cancel the policy and receive a refund of any premium you have paid unless you have made a claim. If a claim has been made any outstanding premium will be due at cancellation, which we will request to be paid before any claim is made.

After the 14 day period, as long as no claim has been made, you may cancel this policy at any time and receive a pro rata refund of the premium paid for each unexpired full month of cover, calculated from the date the cancellation request is received by us. If a claim has been made any outstanding premium will be due at cancellation, which we will request to be paid before any claim is made.

Should you wish to alter this policy or cancel it please contact Spot On using the email address: info@spotonpetinsurance.co.uk.

If you miss a payment for your policy we will try and contact you. We will ask that you pay all missed payments to keep your policy going. If you make a claim, we will need you to pay the missed payments before we can pay the claim. If you do not make the necessary payments, we reserve the right to cancel your policy.

We can cancel this policy at any time by giving 14 days' notice. We will refund any premium that you have paid for the part of the policy year after the date of the cancellation. You will receive a pro rata refund of the premium paid for each unexpired full month of cover, calculated from the date of cancellation.

11. 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 via email using: complaints@spotonpetinsurance.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. Spot On will look to resolve your complaint in the quickest time possible and we must write to you with a final response within 40 days 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. Further details regarding the FOS can be obtained from their website at www.financial-ombudsman.org.uk. Alternatively, the FOS may be contacted in the following ways: POST - The Financial Ombudsman Service, Exchange Tower, London, E14 9SR; PHONE - 0800 023 4567; or EMAIL - complaint.info@financial-ombudsman.org.uk

12. Financial Services Compensation Scheme (FSCS)

Spot On 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/.

13. 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 Spot On's negligence, or for Spot On's 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 £1,250,000.

14. Regulation

Spot On is a trading name of Trusted Insurance Services Ltd (Company number: 13288742 & FCA number: 950049) registered offices at 18th Floor, 100 Bishopsgate, London, England,

EC2N 4AG. Trusted Insurance Services Ltd is an Appointed Representative of City Insurance Brokers Ltd, authorised and regulated by the Financial Conduct Authority (No 831252).

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.

Insurance is provided by Antares Insurance Company Limited, 21 Lime Street, London, EC3M 7HB registered under company number 13763689 which is authorised and regulated by the Financial Conduct Authority under firm reference number 967451 and by the Prudential Regulation Authority.

15. 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 £1,250,000 per claim.

16. Governing Law And Jurisdiction

Both parties are entitled to choose the law applicable to this contract of insurance. We propose the law of England and Wales and in the absence of any agreement to the contrary, the relevant law of England and Wales shall apply. Any disputes shall be referred to the exclusive jurisdiction of the relevant English Courts.

17. Website Content

The Spot On website contains links to third party websites. Spot On accepts no responsibility or liability for the content of these websites.

18. United Kingdom Only

The information on our website is directed only at UK (England, Scotland, Wales and Northern Ireland) residents. The products and services we sell are only available to UK (England, Scotland, Wales and Northern Ireland) residents.

19. Copyright

The words “Spot On” and the Spot On logo are protected by copyright. The copyright for the material contained in this website is owned by Spot On. You may view any part of the Spot On 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 Spot On websites for any other purpose, nor incorporate or distribute it in any other form or publication.

20. Entire Agreement And Severability

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.

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.

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 Spot On via email: info@spotonpetinsurance.co.uk.