

Terms of Business

About Tractive Pet Cover

Thank you for taking out pet insurance for your pet with Tractive Pet Cover. We are extremely grateful you chose us!

Tractive Pet Cover is a trading style of Tractive Pet UK Ltd, a specialist insurance intermediary, registered in England and Wales under Company Number 14278186. Our registered address is Unit 2, Tanfield Lea Industrial Estate North, Tanfield Lea, Stanley, DH9 9DB.

We are authorised and regulated by the Financial Conduct Authority (**FCA**) to carry out insurance distribution activities, such as the administration and arranging of your pet insurance policy (Reference Number: 993032) with the Insurer. You can check these details by visiting the 'Financial Services Register' on the FCA's website at <https://register.fca.org.uk/s/> or calling the FCA on 0800 111 6768.

'Tractive' and 'Tractive Pet Cover' are trading names of Tractive Pet UK Ltd.

Our current operational address is: Suite 229, Collingwood Buildings, 38 Collingwood Street, Newcastle upon Tyne, NE1 1JP.

About the Insurer

Covea Insurance PLC provides the insurance to cover you for your cat and/or dog.

Covea Insurance PLC (**Insurer**) is an insurance capacity provider, registered in England and Wales under Company Number 613259, with registered address A&B Mills, Dean Clough, Halifax HX3 5AX.

The Insurer is authorised by the Prudential Regulation Authority (**PRA**) and regulated by the FCA and PRA to underwrite insurance policies (Reference Number 202277). As above, you can check these details by visiting the 'Financial Services Register' on the FCA's website at <https://register.fca.org.uk/s/> or calling the FCA on 0800 111 6768.

If in future we engage a new Insurer for part or all of your insurance policy, We will inform you in advance of any changes, providing details of the new Insurer as well as any amendments to your policy.

1. Accepting Our Terms of Business

- 1.1. By asking us to provide a quotation, arrange or administer a policy, or perform any other services related to pet insurance you agree that you have read and agree to these Terms of Business.

- 1.2. For your own benefit and protection, you should read these Terms of Business very carefully, along with the any other documents we provide You. In particular, we draw Your attention to the sections titled: “**Complaints**”, “**FSCS**”, “**Your Responsibilities**” and “**Use of Personal Data**”.
- 1.3. Please contact our friendly team if there is anything within these Terms of Business that you do not understand or have any questions about. You can do so using one of the below options – Our business hours are Monday – Friday, 9am – 4pm:
 - 1.3.1. Live chat – either on our website (www.tractive.com/lp/en/insurance/main) or via our insurance portal (www.insurance-uk.tractive.com)
 - 1.3.2. Contact Us form – select ‘Pet Insurance’ as the topic on this page <https://help.tractive.com/hc/en-us/requests/new>
 - 1.3.3. Email – send us your query to insurance@tractive.com
 - 1.3.4. Post – registered office: Unit 2 Tanfield Lea Industrial Estate, Tanfield Lea, Stanley, County Durham DH9 9DB. Please note that due to the slower nature of postal communication, responses will take longer than via other methods.
- 1.4. Please note, we will record and monitor correspondence, including when you contact us, for training and quality purposes (it helps us track our service levels) and to detect/prevent fraud.

2. Your Responsibilities

- 2.1. It is your responsibility to provide complete, accurate and honest information to us so that we are able to arrange pet insurance for you. This applies not only at the time you request a quotation but also during your entire relationship with us.
- 2.2. Please take care to answer all of the questions honestly and to the best of your knowledge. If you do not, your policy may be cancelled, or treated as if it never existed, or your claim may be rejected or not paid in full.
- 2.3. If you become aware that any data you have provided to us is incorrect or incomplete you must inform us immediately. Failure to do so may result in your insurance policy being cancelled and/or claims not being paid (in part or in full).
- 2.4. When we make your insurance documents available it is your responsibility to check and confirm all the information contained within them is correct. We would like to draw particular attention to the declaration(s) you made and statements you agreed with, as well as the policy limits, cover levels, co-insurance levels and excesses.
- 2.5. You must also promptly notify us of any changes to the circumstances of you or your pet. Examples of changes include but aren’t limited to: you move house / change address, your pet gets spayed/neutered, your pet attacks someone or its behaviour changes, or your pet passes away.

- 2.6. You are responsible for paying all premiums to us as outlined in your policy documents when you purchased the policy. Failure to pay any premiums may result in cancellation of your policy by us and/or claims not being paid (in part or in full).
- 2.7. You must report any claim(s) within the policy period and within any time limits specified in the policy documentation.
- 2.8. You are required to use reasonable effort to keep Your pet safe and in good health by staying up to date with vaccinations, flea, tick and worming treatments, and by getting a check-up by a qualified vet at least once a year.

3. Our Services & Statement of Demands and Needs

- 3.1. Tractive provides pet insurance products which meet the demands and needs of individuals that wish to protect themselves against the potential financial loss associated with accident or illness linked to pet ownership.
- 3.2. We act on behalf of the Insurer as its agent and provide access to pet insurance product(s), and services linked to these insurance products.

We shall capture data and information from you to help us decide if our services are appropriate for you and your needs. If at any point we decide our services are not right for you we will immediately tell you.
- 3.3. We will not offer any advice or make any recommendations when helping to arrange your pet insurance. However, we may ask some questions to narrow down a selection of insurance products, on which we will provide detail, to meet your demands and needs. You will need to make your own choice about how to proceed and which insurance product to select.
- 3.4. Using the data you provide to us we will present product(s) which meet your demands and needs. It is your sole responsibility to choose whether the product(s) presented meet your insurance needs.
- 3.5. We will inform the Insurer of any claims you notify us of but we will not handle those claims nor will we decide on the outcome of any claims. The Insurer will handle all claims.

4. Payment for Our Services

- 4.1. We will receive a commission from the Insurer for arranging your insurance policy with them.
- 4.2. The amount of commission we receive is based on your insurance policy premium at inception and applies to any amendments or transactions throughout the lifecycle of your insurance policy.

- 4.3. You do not pay us a fee for arranging your insurance with the Insurer. We do receive a commission which is included in the price you pay for your insurance policy.
- 4.4. The information relating to the commission we have earned by arranging and administering your insurance is available to you at your request.

5. Customer Premiums

Tractive Pet UK Ltd acts as an agent of the Insurer in respect of collection and refund of insurance premium. This activity is conducted under a Risk Transfer Agreement(s) between us and the Insurer, it means that any premiums we hold/receive on your behalf, are treated as being held/received by the Insurer.

6. Paying for Your Policy

- 6.1. You can pay for your policy on either an annual or monthly basis, whichever suits you best. The price you pay (referred to as 'premium'), includes: (i) the base insurance premium, (ii) insurance premium tax ("IPT"), (iii) our commission.
- 6.2. **If You choose to pay annually.** All premium is due at the point you confirm your purchase and will be payable by credit / debit card.
- 6.3. **If You choose to pay monthly.** Payments will be collected by direct debit using the bank details that were provided by you when purchasing the policy. Payments will be collected as per the schedule in your policy documents. **You must keep your payments up to date to ensure your pet is covered under the policy, even if you are in receipt of, or awaiting a claim payment.**

If we cannot collect your payment on the first attempt, we will write to you to tell you when we will be attempting to collect the payment again. Should the payment attempt fail your policy will be scheduled for cancellation and we will write to you to inform you of this. Should the payment remain outstanding, your policy will be cancelled at the end of the month after the last successful payment was made.

7. Renewing Your Policy

- 7.1. All our policies run for 12 consecutive calendar month periods, effective from the commencement date. One month before the end of each 12 calendar month period, we will contact you by email, to inform you of any changes to your premium and/or your policy's terms and conditions. You can get in touch using the contact details outlined in 1.3 above to discuss your renewal.
- 7.2. Unless your policy has been cancelled, we will automatically renew your policy and collect payment from you (in accordance with clause 6 above) on the renewal

date. If we have been unable to automatically renew your policy, we shall contact you to tell you this.

- 7.3. You understand and agree that the price of your insurance may increase each year.

8. Cancellation of Insurance(s)

How to Cancel Your Policy

- 8.1. You can cancel your insurance at any time by notifying us through the insurance portal, by contacting us via Live Chat or via one of the other methods referred to in section 1.3 above. When you request that we cancel your policy, we shall terminate it as per the terms in this clause 8 below.
- 8.2. Once your policy is cancelled, your insurance cover will come to an end and you will not be able to make a claim.
- 8.3. You should also contact your bank, building society, payment provider, to ensure that no further payment is made to us after cancellation of your insurance.
- 8.4. You have a 14 day 'cooling off' period from the day you buy your insurance. If you receive your insurance policy documents later than the date of purchase though, the 14 day 'cooling off' period runs from this later date.
- 8.5. **If you cancel in this 14 day 'cooling off' period.** You will receive a full refund of any premium paid unless you have made a claim. If you have made a claim, no premium will be refunded to you and you are liable for the full annual premium due.
- 8.6. **If you cancel your policy after the first 14 days.** You can also cancel your insurance after the 14 day 'cooling off' period comes to an end. We will calculate and retain the premium for the period You have been insured up until and refund any balance where applicable. If you have made a claim, no premium will be refunded to you. You remain liable for any costs incurred after the cancellation date.
- 8.7. **If we cancel your policy.** We may cancel your policy at any time by giving you 14 days' notice in writing. Provided no claim has been made before cancellation:
- 8.7.1. for premiums paid annually, you will receive a pro-rata refund of premium for the remaining months in the 12 calendar month period of your policy; or
- 8.7.2. for premiums paid monthly, we will not collect any further premium from you. You will remain covered until the end of the month you have already paid for. To reiterate, you must contact your bank or building society to ensure that no further payment is made to us.

9. Use of Personal Data

- 9.1. We respect Your privacy and are committed to protecting Your personal data. For the purposes of data protection legislation in the UK, We are a data controller when You make enquiries with Us in respect of an insurance policy and when You buy an insurance policy. Full details of the data we collect and how we use it can be found in our Privacy Policy (available here: www.tractive.com/lp/en/privacy-policy/). Please take the time to read it.
- 9.2. We have appointed a data protection officer (**DPO**) who is responsible for overseeing questions in relation to our data processing. If you have any questions, including any requests to exercise your legal rights, please contact the DPO at insurance@tractive.com.
- 9.3. We collect and maintain personal information to allow the Insurer to underwrite and administer the policies that we issue. In addition to sharing your personal information with the Insurer, we may share your personal data with third parties including regulators and law enforcement agencies, credit reference agencies and third party administrators, service suppliers (such as FirstVet), loss adjusters and claims experts who work with us to help manage the claims process. Further detail on who we may share data with is available in our Privacy Policy.
- 9.4. You have certain rights under data protection legislation. This includes a right to access the personal information we hold on you and a right to ask us to amend that data if it is incorrect. To exercise any of your data rights please contact our DPO.

10. Credit and Fraud Checks

You agree that we may conduct credit and fraud checks when carrying on our services for you, which include providing you with a quotation or arranging an insurance policy for you. Any checks will be conducted by a third-party agency and/or a relevant anti-fraud organisation. The third-party service(s) that we use to complete these checks will be made available upon request.

11. Claims

- 11.1. All claims must be raised by you directly with the Insurer of your policy. When telling them about a claim you must ensure all information you disclose is as accurate and honest as possible, as a failure to do so may result in claim(s) not being paid (in part or in full).
- 11.2. We will not pay out claims money, this will be done directly by the Insurer to your vet or to your nominated payment method, as per the terms of your Insurance.

12. Complaints

- 12.1. We strive to provide the best levels of customer service at all times but if you are not satisfied please contact us using one of the options in section 1.3 above or by emailing insurancecomplaints@tractive.com
- 12.2. All complaints will be dealt with in line with our complaints handling policy, which is available on request.
- 12.3. If, after we have attempted to resolve your complaint, you are still not satisfied you have the right to refer your case to the Financial Ombudsman Service
- 12.4. You can write to them at: Financial Ombudsman Service, Exchange Tower, London, E14 9SR, or You can call them on 0800 023 4567. Alternatively, additional information can be found on their website - www.financial-ombudsman.org.uk

13. Financial Services Compensation Scheme

- 13.1. If we or the Insurer are not able to meet our obligations then you may be entitled to compensation under the Financial Services Compensation Scheme (**FSCS**). We and the Insurer are covered by the FSCS; it is known as a fund of last resort for customers of financial services products and steps in to protect customers when a firm is not able to meet its obligation and/or liabilities.
- 13.2. Your entitlement to compensation will depend upon the type of insurance and the circumstances of Your claim. Further information about compensation scheme arrangements is available from FSCS at <https://www.fscs.org.uk/>.
- 13.3. You may also contact the FSCS by:
 - 13.3.1. Emailing: enquiries@fscs.org.uk; or
 - 13.3.2. Phoning: 0800 678 1100.

14. Conflicts of Interest

- 14.1. If we become aware of any circumstance that is a potential conflict of interest with business being transacted with you then we will contact you to inform you of the conflict.
- 14.2. To ensure fair treatment we will then seek your consent and instructions prior to carrying out any further handling or administration of your policy.

15. Limitation of Liability

- 15.1. This clause sets out our liability to you. It does not limit any obligations or liability owed to you by the Insurer.

- 15.2. Our liability for losses to you arising from provision of our services (whether due to breach of contract, negligence, breach of statutory duty or otherwise) shall be limited to £2,000,000.
- 15.3. Any claim (or series of claims) arising from one act, error, omission, incident shall be considered one claim.
- 15.4. We will not be liable to you for any of the following (whether arising directly or indirectly): losses related to profit, revenue, use, contract, opportunity, savings, reputation, goodwill, or business; and any special, consequential, exemplary or punitive damages.
- 15.5. Nothing in this clause (or these Terms of Business) limits any liability which cannot be legally limited, including, our liability for: (a) death or personal injury caused by negligence, (b) fraud or fraudulent misrepresentation; or (c) breach of terms implied by section 12 of the Sales of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.

16. Agreement & Severability

- 16.1. These Terms of Business shall take effect immediately. We reserve the right to amend these Terms of Business where required, for example, due to changes in law or regulation. We will give you notice of any changes in writing.
- 16.2. If any of these Terms of Business is, or becomes, invalid, illegal or unenforceable in whole or in part, then that term or part thereof shall be deemed excluded from these Terms of Business.
- 16.3. All remaining terms shall be unaffected and continue to be valid, enforceable and legally binding.

17. Rights of Third Parties

Any party not a party to these Terms of Business has no right under the Contracts (Third Party Rights Act) 1999 to enforce any term of these Terms of Business. This clause shall not affect any right or remedy of a third party which exists or is available apart from that Act.

18. Governing Law and Jurisdiction

- 18.1. These Terms of Business shall be governed by English and Welsh Law and subject to the exclusive jurisdiction of the courts of England and Wales.
- 18.2. The language We use in all insurance documentation and in all communications will be written in English.