



## Equesure Equine Insurance - Terms of Business and Important Information

### Who are we?

Equesure Equine Insurance, a trading name of Insurance Factory Limited, is an insurance intermediary offering a range of personal insurances, including but not limited to Equine and Motor insurance. Insurance Factory Limited is part of the Markerstudy Group of Companies which includes Markerstudy Insurance Company Limited and Zenith Insurance Plc.

### Who are we regulated by?

The Financial Conduct Authority (FCA) is the independent watchdog that regulates financial services. Equesure Equine Insurance is a trading name of Insurance Factory Limited. Insurance Factory Limited is authorised and regulated by the Financial Conduct Authority (No. 306164). Registered in England and Wales number 02982445. Registered office Markerstudy House, 45 Westerham Road, Sevenoaks, Kent TN13 2QB. **You** can check this on the FCA register by visiting the FCA's website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on 0800 111 6768.

### Whose products do we offer?

- > For Equine insurance **we** offer products from **our** panel of insurers. **Our** panel members are selected from a fair analysis of the market and panel membership is regularly reviewed. A list of insurers **we** offer Equine and Motor insurance from is available on request.
- > For breakdown and recovery insurance **we** can only offer products from SilverKnight Rescue.
- > For legal expenses insurance **we** can only offer products from Arc Legal Assistance.
- > For key cover **we** can only offer products arranged by Supercover Insurance Limited
- > For gadget cover **we** can only offer products arranged by Supercover Insurance Limited.

### Which service will we provide you with?

You will not receive advice or a recommendation from us. **We** will ask questions to narrow down the selection of products that **we** will provide details on. **You** will then need to make **your** own choice about how to proceed.

### If you choose to have your documents sent electronically

If **you** choose to have **your** policy documents sent electronically **you** will receive an email with the documents attached in a Portable Document Format (PDF). Once opened **you** will be able to view **your** Schedule and Certificate of Motor Insurance or Cover Note, together with a Statement of Information or Proposal Form which contains the details **you** provided to Equesure Equine Insurance at inception. It is **your** responsibility to access the documents at **your** earliest convenience and notify Equesure Equine Insurance of any inaccuracies. Failure to correct any incorrect information may invalidate **your** insurance. Your insurer may request proof of certain documents. These can be returned electronically or through the post.

### Misrepresentation

Please take reasonable care to answer all 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 not fully paid. **You** are reminded that it is an offence under the Road Traffic Act to make any false statements or withhold any relevant information to obtain a Certificate of Motor Insurance. Please note that under the Rehabilitation of Offenders Act **you** are not required to disclose convictions regarded as 'spent'.

### Refunds

The minimum amount **we** will refund is £10 therefore any refund below this amount will not be given. We will aim to process any applicable refund within thirty days from the date that the adjustment was processed. Refunds will be processed using the original payment method. If this payment method is rejected then refunds will be made via cheque.

### How to amend your policy

If you want to make a change to your policy, please telephone a member of our Customer Services team on 0161 425 7015 and let us know of the change that you wish to make and the date that you wish the change to be effective from. If we, and your insurer, agree to the change we will also agree on the effective date of the change. No advance notice is required. We will let you know of any additional premium to be paid and any fee that may be payable for the mid-term adjustment (see section entitled 'What will you have to pay us for our services?' for details of any applicable fees).

### How to report a claim

To report a claim, please call us on 0161 425 7015. You will be asked to provide various details, including the following:

- > The date, time and location of the incident.
- > Details of any other parties involved (if relevant).
- > Details of any independent witnesses to the incident.
- > Information about any emergency services that attended the incident (e.g. crime reference number).

### What will you have to pay us for our services?

In addition to premiums charged by insurers **we** make the following charges shown in the table below.

Fee Type	Explanation of Fee	Amount of Fee
Arrangement Fee -Telephone Sales	An arrangement fee payable upon inception and renewal of the policy. The value of the fee will be disclosed to <b>you</b> before <b>you</b> decide whether to take out the policy. If <b>your</b> policy is cancelled for any reason after the cooling off period <b>we</b> will retain the whole arrangement fee.	Up to a maximum of £75
Postal Delivery of Documents	This is an annual fee. There are certain specialist policies that can only produce paper documents and in this case the fee is waived. If <b>your</b> policy is cancelled for any reason later than 14 days after the date <b>you</b> agree the price and terms of cover with the insurer, or the date of receipt by <b>you</b> of <b>your</b> policy documentation (whichever is later), <b>we</b> will not refund the Postal Fee of £4.95	£4.95
Discount	A discount given against the total cost. If <b>we</b> have given <b>you</b> a discount off <b>your</b> premium at inception or renewal this will be deducted on a pro rata basis from any refund due to <b>you</b> on cancellation.	Any discount will be shown on <b>your</b> policy documentation
Adjustment Fee	Any adjustment made to your policy either prior to policy commencement or during your policy term.	Up to £35 per change
Cancellation of the Policy after the 14 day "Cooling off Period"	If <b>your</b> policy is cancelled for any reason later than the 14 days after the date <b>you</b> agree the price and terms of cover with the insurer, or the date of receipt by <b>you</b> of <b>your</b> policy documentation (whichever is later).	Up to £50
Cancellation of the Policy Within the 14 day "Cooling off Period"	You have the right to cancel <b>your</b> policy, providing <b>you</b> have written or telephoned <b>us</b> to cancel it within 14 days of the date <b>you</b> agree the price and terms of cover with the insurer, or date of receipt by <b>you</b> of <b>your</b> policy documentation (whichever is later).	£20
Other Cancellation Costs	Practices vary between insurers with regard to premium refunds on cancellation, so please refer to <b>your</b> policy documentation to find out what premium, if any, is refundable. Generally no premium will be refunded if a claim has been made. In the event of cancellation of <b>your</b> main policy, any optional extras that have been purchased will be cancelled at the same time (whether or not they are included in <b>your</b> main policy or covered under a separate policy) and premiums may not be refundable.	Any other cancellation costs will be detailed to <b>you</b> upon point of cancellation
Cancelled or Rejected Payment	Fee payable if the payment is cancelled. Fee payable if <b>your</b> card payment is rejected.	£25
Duplicate Documentation	Fee payable if <b>you</b> require a duplicate copy of <b>your</b> insurance documentation.	Up to £15 per request
Subject Access Request	Fee payable for the details of all information held about you.	£10
Avoidance of Contract	Where <b>we</b> are instructed by <b>your</b> insurer to avoid the contract of insurance from inception <b>we</b> will retain the arrangement fee or £35 admin charge (whichever is greater) to cover <b>our</b> administration costs.	Up to a maximum of £75
Credit Card Charge	The charge is 1% of the total amount payable when <b>you</b> use a credit card.	1% when applicable.

Please also note the following costs that **you** may incur from **your** insurer or credit provider:

- > Premium refunds on cancellation: Practices vary between insurers so please refer to **your** policy documentation to find out what amount of premium, if any, is refundable in the event of cancellation. Generally no premium will be refunded if a claim has been made.
- > Payment by instalments: Charges vary according to the chosen payment option so please refer to **your** credit agreement, or the payment details section of **your** documentation, for further details.

### Cancellation process

To cancel **your** policy, please telephone or write to Equesure Equine Insurance. **You** have the right to cancel **your** policy at any time during the policy term, however calculations of any refunds or charges due will depend on the terms and conditions of the policy and will be detailed to **you** upon cancellation.

If **we** have given **you** a discount against **your** premium this will be deducted on a pro rata basis from any refund due to cancellation.

Practices vary between insurers with regard to premium refunds on cancellation, so please refer to **your** policy documentation to find out what premium, if any, is refundable. Generally no premium will be refunded if a claim has been made. In the event of cancellation of **your** main policy, any optional extras that have been purchased will be cancelled at the same time (whether or not they are included in **your** main policy or covered under a separate policy) and premiums may not be refundable.

Payment by instalments: If **you** choose to pay by Direct Debit, **your** monthly instalment plan will be financed by Premium Credit Limited. Premium Credit will send **you** a welcome pack which will include a credit agreement. In assessing **your** application Premium Credit will search the public information a credit reference agency holds about you. The credit reference agency will add details of the search to their records whether or not the application for credit proceeds. This and other information may be used to make credit decisions about **you** and to undertake checks for the prevention and detection of money laundering. Failing to make a payment when it is due will result in cancellation of the credit agreement and may result in cancellation of **your** insurance.

### Our Complaint Handling Procedure

At Equestre we are dedicated to delivering a first class level of service to all customers. **We** welcome any comments on the services we provide - in the form of both compliments and complaints. **We** accept that things can occasionally go wrong and would encourage **you** to tell **us** about any concerns **you** have so that **we** can take steps to make sure the service **you** receive meets **your** expectations.

**Need Help?** If a dispute regarding **your** policy or claim does arise, the first step is to talk to a member of the Equestre team. This can be done either by telephoning **us** or dropping **us** a line by letter if **you** prefer.

**Telephone:** 0161 4257015. **Address:** Complaints Officer, Equestre Equine Insurance, Lancaster House, Meadow Lane, St Ives, Cambridgeshire, PE27 4ZB.

### Response Time

Where **we** are unable to resolve your complaint by the end of the third business day after receipt, **you** can expect the following from **us**:

-Acknowledgement of **your** complaint in writing within 5 business days after receipt. This will state who is handling the complaint.

-**We** will aim to resolve **your** complaint within 4 weeks of receipt, unless the matter is very complicated, such as where other organisations need to be contacted. Where this is the case, **we** will let **you** know what action is being taken and tell **you** when **we** expect to provide **you** with a final response.

-**Our** goal is to ensure that **you** receive a final response letter within 8 weeks of receipt of **your** complaint. If **we** are still unable to provide **you** with a final response at this stage, **we** will write to **you** explaining why, and advise when **you** can expect a final response.

### What is a final response?

This letter should clarify the final position in relation to **your** complaint and any actions agreed going forward.

### The Financial Ombudsman Service - What you should know

**You** may initially go direct to the Financial Ombudsman Service with **your** complaint, but the Ombudsman will only review **your** complaint at this stage with **our** consent. However, **we** are still required to follow the procedure as stated above in the Response Time section. If more than 8 weeks from the date of **your** complaint has passed and **you** have not received a final response, **you** may refer **your** complaint to the Financial Ombudsman Service. If **you** have received a final response but are dissatisfied, **you** have the right of referral to the Financial Ombudsman Service within 6 months of the date of the final response letter. **You** may refer to the Financial Ombudsman Service beyond this time limit if **we** have provided **our** consent in the final response letter. The Financial Ombudsman Service will let **you** know that they have received **your** complaint and what the next steps will be.

**Contact details:** The Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Telephone: 0300 123 9 123.

Website: [www.financial-ombudsman.org](http://www.financial-ombudsman.org). Email: [Complaint.info@financial-ombudsman.org](mailto:Complaint.info@financial-ombudsman.org)

The Financial Ombudsman Service will consider your complaint impartially and we are bound by their decision.

If you are dissatisfied with the way your complaint has been handled, you can use the Online Dispute Resolution Platform (ODR) to submit your complaint for an independent assessment - <http://ec.europa.eu/consumers/odr>

### Withheld documents

**IMPORTANT: We may keep certain documents such as proof of no claim discount while we are awaiting payment of outstanding premium or administration charges. We** will ensure that **you** have the documents **you** are required to have by law.

### Renewal

We will invite **your** renewal with **our** most competitive insurer, however if **you** would prefer **us** to renew with **your** current insurer, please tell us. We will endeavour to tell **you** the premium and the terms and conditions for renewal within 21 days prior to your renewal date.

**If you are paying by Direct Debit we** may continue to collect the monthly instalments from **your** bank as usual for the forthcoming renewal, however please refer to your renewal documents for confirmation.

**If you pay monthly instalments by any other method, you** will need to contact **us** to arrange payment before **your** cover runs out.

**Payments made by any other method. You** will need to make payment to **us** by **your** usual method before **your** cover runs out.

**If you do not receive your renewal documents by 14 days before your renewal date you should telephone**

Equestre Equine Insurance on 0161 4257015.

### Fraud prevention & detection

In order to prevent and detect fraud **we** may at any time:

> Share information about **you** with other organisations and public bodies including the Police;

> Check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

We and other organisations may also search these agencies and databases to:

> Help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;

> Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** account or insurance policies;

> Check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity;

> Undertake credit searches and additional fraud searches.

### Data protection

> For Data Protection Act purposes Insurance Factory Limited, trading as Equestre Equine Insurance is the data controller. We will hold and process your personal data for insurance administration and marketing. For this purpose, the information may also be passed to selected third parties, insurers and reinsurers, and may be processed outside the EEA.

> Please note that telephone calls may be monitored or recorded.

> You understand that all personal data you supply must be accurate, and you have the specific consent of those other persons insured to disclose their personal data.

> At the request of many of our customers and to make managing your insurance more convenient, it is our policy to deal with your spouse or partner who calls us on your behalf, provided they are named on the policy. If you would like someone else to be able to deal with your policy for you on a regular basis please let us know. In some exceptional circumstances we may also deal with other people who call us on your behalf. If at any time you would prefer us to deal only with you, please call to let us know.

>We will use and disclose the information we have in the normal course of administering or arranging cover on your insurance policy and we use a third party to conduct customer surveys on our behalf.

> Equestre likes to keep you up to date about its own products and services and those of other companies that might be of interest to you. However, if you prefer not to be kept informed please write to: The Data Protection Officer, Equestre Equine Insurance, Lancaster House, Meadow Lane, St Ives, Cambridgeshire, PE27 4ZB or alternatively please e-mail [data@lancasterinsurance.co.uk](mailto:data@lancasterinsurance.co.uk).

### Call Recording

For mutual protection, to allow us to continually look at improving our customer service and for training purposes all calls may be recorded including outbound calls made by us to yourself of someone acting on your behalf.

### Feedback

If you would like to provide us with feedback regarding any aspect of our products, positive or negative, details can be submitted via e-mail at [equestre@lancasterinsurance.co.uk](mailto:equestre@lancasterinsurance.co.uk) or by writing to us at our address.

### Law applicable to the policy

You and we are free to choose the law applicable to this contract but in the absence of agreement to the contrary of the law of the country in which you are resident at the time of the contract will apply. If you are not resident in the United Kingdom, the law which will apply will be the law of England and Wales