

TERMS OF BUSINESS CAPSTONE FINANCIAL SERVICES LIMITED

Who we are: Capstone Financial Services, trading as Agria Petinsure / Petinsure (Registration No. 349536) & trading as Zoopo (Registration No. 619993) (Company No: 451193), Registered office: Ulysses House, 23/24 Foley Street, Dublin, D01W2T2 (Hereafter referred to as “Us” or “We”).

Contact Details:

Correspondence Address: PO Box 911,

South City D.S.U.,

Cork, T12 C82S

Tel: 021 2029119

Email: info@capstonegroup.ie

AUTHORISED STATUS

Capstone Financial Services Ltd, is regulated by the Central Bank of Ireland (Registration Number C48167). It is registered as an insurance intermediary registered under the European Union (Insurance Distribution) Regulations 2018. The Central Bank of Ireland holds registers of regulated firms. You may contact the Central Bank of Ireland on (01) 4104000 or alternatively visit their website on www.centralbank.ie to verify our credentials.

The firm is subject to the Central Bank of Ireland’s Consumer Protection Code, Fitness and Probity Standards and the Minimum Competency Code. These codes are available for inspection on the Central Bank of Ireland’s Website www.centralbank.ie.

SERVICES PROVIDED

Capstone Financial Services Ltd may offer advice in relation to Pet Insurance. We also transmit orders on clients’ behalf to any of the insurance undertakings or product producers with whom the Company holds letters of appointment. A list of all such appointments is contained elsewhere within this Terms of Business.

POLICIES ARE UNDERWRITTEN BY

Försäkringsaktiebolaget Agria, Irish branch. Registered office: c/o Petinsure, PO Box 911, South City DSU, Cork, T12 C82S. (Registration No. 909907).

Försäkringsaktiebolaget Agria (publ) is regulated by the Swedish financial supervisory authority Finansinspektionen in Sweden and is regulated by the Central Bank of Ireland for conduct of business rules.

DATA PROTECTION

We comply with the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018. The data which you provide to Us will be held on a computer database and paper files for the purpose of arranging transactions on your behalf. The data will be processed only in ways compatible with the purposes for which it was given and as outlined in our Privacy Statement and Data Protection Policy. We would also like to keep you informed of insurance and any other services provided by Us or associated companies with which We have a formal business arrangement which We think may be of interest to you. We would like to contact you by way of letter, email or telephone call. We may receive referrals from such firms and may advise them of any transactions arranged for you. You have the right at any time to request a copy of any ‘personal data’ (within the meaning of the GDPR) that our office holds about you and to have any inaccuracies in that information corrected. If you are unhappy with how We have handled your personal information or if you want further information about the way your personal data will be used, please contact Us at DPO@capstonegroup.ie.

CONFLICT OF INTEREST

It is the policy of our firm to avoid conflicts of interest in providing services to you. However, where an unavoidable conflict of interest arises, We will advise you of this in writing before providing you with any service. A full copy of our conflicts of interest policy is available on request.

COMPLAINTS

All complaints should be directed in writing to:
The Complaints Officer, Capstone Financial Services
P.O. Box 911 South City D.S.U. Cork
T12 C82S
or email: Info@CapstoneGroup.ie

OUR COMMITMENT TO CUSTOMER SERVICE

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you. Many concerns can be resolved straight away. Therefore, in the first instance, please get in touch with your usual contact at Petinsure/Capstone as your intermediary, as they will generally be able to provide you with a prompt response to your satisfaction.

Many complaints can be resolved within 5 days of receipt. If we can resolve your complaint to your satisfaction within the first 5 business days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible (and in any case within 40 business days).

NEXT STEPS IF YOU ARE STILL UNHAPPY

After receiving our final response or if we have been unable to conclude our investigation within 40 business days, you may be able to refer your complaint to the Financial Services and Pensions Ombudsman (FSPO). We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial. We will provide full details of how to do this in our final response or holding letter.

The FSPO can be contacted as follows:

In writing:
Financial Services and Pensions Ombudsman
3rd Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29
Tel: 1890 88 20 90 or 00353 1 567 7000
E-mail: info@fspoi.ie
Online: <https://www.fspoi.ie/>

The FSPO may not be able to consider a complaint if you have not provided us with the opportunity to resolve it first. Following this complaint procedure does not affect your rights to take legal action. More information about the ombudsman and the type of complaints they can review is available via their website <https://www.fspoi.ie/>

YOUR OBLIGATIONS

It is your responsibility to provide complete and accurate information when you take out your Insurance Policy, throughout the life of that policy and when you renew your Insurance. It is important that you ensure all statements made by you are, to your knowledge and belief, full and accurate. Failure to disclose any material information including, pets age, breeds, vet practices etc. to your Insurers could invalidate your insurance cover and could mean that all or part of a claim may not be paid.

GOVERNING LAW AND LANGUAGE

In the Republic of Ireland, the law allows both you and us to choose the law applicable to this contract. The Policy Terms & Conditions subject to this contract will be subject to the law of the Republic of Ireland. The parties agree to submit to the exclusive jurisdiction of the Irish courts.

These Terms of Business are subject to the laws of Ireland and the Courts of Ireland will have exclusive jurisdiction over any dispute. All contracts, terms, conditions and communications relating to any policies or services you may enter into with the firm will be in English.

RIGHT OF CANCELLATION

You have the right to withdraw from any insurance policy which you buy from Us within 21 days of the date of inception of cover.

RIGHT TO A REFUND

If you cancel your cover within 21 days of the date of inception of your policy, you are entitled to a full refund provided you have not submitted a claim.

AUTOMATIC RENEWAL POLICIES

Where you have given Us permission to auto-renew your policy, whether by direct-debit or card payment, We will notify you by your chosen correspondence method at least 20 working days before the renewal date of your policy and tell you about any changes to the premium, the policy terms and conditions, warranties or policy/cover restrictions relating to your pet(s).

We will collect the premium due on the renewal date or on the chosen payment date of your policy via the payment method already provided by you. If you do not want Us to auto-renew your policy please contact Us as soon as possible and in any event before your renewal date on one of the contact methods outlined above and We will cancel the renewal of the policy and no monies will be debited from your account, otherwise We will collect the renewal premium (this does not affect your Right of Withdrawal outlined below).

You should also note that your renewed policy will only be valid when your account, credit card or debit card details have not changed. The auto renewal service relies on your payment details still being valid. If the payment details have changed since We last billed you, you must contact Us to process the renewal over the phone. If you do not receive confirmation of your new policy, you must contact Us to confirm/renew cover. For the facilitation of the auto renewal service, We will assume that your details have not changed, and you have the permission of the card/account holder unless you inform Us otherwise.

RIGHT OF WITHDRAWAL

In all events, you have the right to withdraw from your policy during the “cooling-off period” without charge, provided you have not made a claim as follows:

1. From the initial inception date of your policy, you have the right to withdraw and receive a full refund of premium paid to Us if you notify Us within 21 days of the initial inception date of your policy.
2. From the renewal or automatic renewal date of your policy, you have the right to withdraw and receive a full refund of premium paid to Us if you notify Us within 14 days of the renewal date of your policy.

Withdrawal during the above cooling-off periods effectively means that no policy was ever in place for that policy year, and you may exercise this right by notifying Us using any of the contact methods outlined above. You are entitled to cancel your policy after the cooling-off period provided you have not made a claim. In this instance We will refund the unused portion of your premium less the applicable “Cancellation during policy year” fees as outlined in our Schedule of Fees and Charges below.

PERIOD OF INSURANCE

Your period of insurance in respect of any policy you hold with Us will be the period specified as such in your Policy Schedule/ Renewal notice.

AMENDMENTS OR ALTERATIONS

Where there is to be any amendment or alteration to the cover which We have arranged for you, We will inform you at least one month prior to said alteration or amendments.

COMPENSATION SCHEMES / CONSUMER PROTECTION

Capstone Financial Services Ltd is a member of the Investor Compensation Scheme established under the Investor Compensation Act 1998. The legislation provides for the establishment of a compensation scheme and for the payment, in certain circumstances, of compensation to clients of firms covered by the Act. However, you should also be aware that a right to compensation would only arise where money or investment instruments held by this company on your behalf cannot be returned either for the time being or for the foreseeable future and where the client falls within the definition of eligible investor as contained in the Act.

In the event that a right to compensation is established, the amount payable is the lesser of 90% of the client's loss, which is recognised as being eligible for compensation or €20,000.

DEFAULT REMEDIES

Capstone Financial Services Ltd actions in the event of default by the client are: Product providers are entitled to withdraw benefit or cover on default of any payments due under any products arranged for your benefit. It is therefore critical to the guaranteed continuance of your insurance that your premium is paid in full. Some insurers may include as a term of the insurance a settlement due date or in some cases a warranty under the terms of which the premium must be paid to them by a certain date. We inform our clients of such requirements and the relevant date in good time to allow the payment terms to be met. Failure to comply with the terms of the warranty may mean that the insurer's obligation under the policy will be terminated. We will automatically advise you of any payments outstanding on your policy and the consequences of failure to pay premiums. An outline of the action and remedies which the relevant product producers may take in the event of default by a client is included in the product producer's policy document.

REMUNERATION

We are remunerated through commission and/or payments from insurers and product providers.

Schedule of Fees & Charges Amount in €

Policy documents by post	15.00
Direct Debit default charge	10.00
Claim payments by cheque	15.00
Premium refund payments by cheque	15.00
Cancellation during Policy year	25.00