Vavista Life Terms of Business

www.vavista.com/products/life-insurance/

Accepting our Terms of Business

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business.

Please read these terms carefully. If you have any questions about this Terms of Business document or have any questions regarding our relationship with you, please contact us.

About Vavista Life

Vavista is a trading style of Somerset Bridge Insurance Services Ltd who are authorised and regulated by the <u>Financial Conduct Authority</u>. No 477112. Registered in England and Wales number 6334001 Registered Office: Lysander House, Catbrain Lane, Cribbs Causeway, Bristol BS10 7TQ.

Our Status and the Services Provided

Somerset Bridge Insurance Services Limited are a part of the Somerset Bridge Group. Somerset Bridge Group are wholly owned by Arch Re which forms part of Arch Capital Group Ltd.

Somerset Bridge Insurance Service Limited are an insurance intermediary offering a non-advised service. This means you are responsible for deciding whether a policy meets your demands and needs and is suitable for you. Our service includes but is not limited to arranging your insurance cover and helping you with ongoing changes.

We arrange cover through the following insurers:

Ultimate Insurer
Aegon
AIG Life Limited
Legal & General Life Society Limited
AVIVA Life UK Limited
Vitality
Zurich Insurance Company Limited

The Capacity in which we are acting

We act as your agent when sourcing a suitable policy and placing the insurance.

Insurer security

The insurers we use are regulated and required to hold adequate capital resources. We cannot guarantee the solvency of any insurer we place business with. If you have any concerns about your insurance company, please contact us.

Credit Searching and References

To make sure that the insurers can provide you with their best price, ascertain the most appropriate payment options for you and to protect you from fraud, they will use public and personal data from a variety of sources, including a credit reference agency and other organisations. Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed, helping to trace debtors, and preventing fraud. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring calculations are used the acceptance or rejection of your application will not depend only on the results. By applying for a quotation, you agree to these uses of your information. The insurers' search will appear on your credit report whether or not your quotation proceeds to application, but it won't harm or adversely affect your credit profile.

Your Responsibilities

Vavista Life TOB V8

Answering Questions

You are expected to provide complete and accurate information when you take out your insurance policy, throughout the lifetime of the policy. When purchasing or amending your insurance policy, you must take care to answer all questions honestly and to the best of your knowledge. If you don't answer the questions correctly, your policy may be cancelled or void and/ or your claim rejected or not fully paid. If you are unsure of your answer to a particular question, you should make reasonable efforts to obtain the information required to answer it correctly.

If you need help with any of the questions, please contact us. Your insurer will send you a Statement of Information confirming the information you have supplied, with your policy documents. Please make sure that all the information shown is correct. If you notice any inaccuracies, please contact your insurer directly. Depending on the changes made, your premium may alter, and your cover adjusted. Always keep copies of correspondence sent or received concerning your insurance.

Check your Documents

Awareness of Policy Terms

You should also check the Schedule and Policy Wording, as these documents form the contract of insurance with your insurer(s). If you make any changes to your policy or add additional information your insurers will send you a copy of the revisions. You will have the opportunity to correct any errors, but please be aware that this could result in an additional premium being charged by your insurer(s) and an administration charge by ourselves.

Breach of any terms and conditions may enable your insurer(s) to terminate your policy or repudiate a claim under your policy. If there is anything you do not understand please contact us for help.

Cover

Your policy will be based on the answers you have provided during the quotation process. It is your responsibility to provide accurate information when you take out or change your insurance policy. If you make any changes to your policy during the period of cover you will be advised prior to making these changes of any revised policy terms and conditions that may apply or/and any change in premium.

We recommend you keep copies of all communications from Vavista Life for your records.

Cancellation Process

Cancelling your Insurance

To exercise your right to cancel a policy you must do so by contacting us in writing or your insurer directly and it will take effect from the date of receipt.

The email address is <u>lifecancellations@vavista.com</u> or you can post your letter to: Vavista Life Insurance, Lysander House, Catbrain Lane, Cribbs Causeway, Bristol BS10 7TQ. Alternatively, you can contact your Insurer directly to cancel your policy.

Within the 30-day cooling off period

If you're a consumer buying a policy which provides cover for you in a private capacity, you have the right to cancel your policy during a period of 30 days either from the day of purchase of the contract, or the day on which you receive your policy documentation; whichever is the later. If you exercise this right and the cover has not yet commenced, you'll be entitled to a full refund of the premium paid. If the insurance has commenced and provided that you have not made a claim, your insurer will return to you the amount you have paid.

Outside the 30-day cooling off period

Where the insurance policy is cancelled other than within the cooling off period and provided that you have not made a claim your payments will cease but no refund for payments made will be given.

General Conditions

Service Standards

It is our intention to provide you with a high level of service at all times. In the unlikely event that you should have cause for complaint, please visit our website on <u>vavista.com/complaints</u> alternatively you can:

Write to: The Complaints Department Vavista Lysander House Catbrain Lane Bristol BS10 7TQ or email: <u>enquiries@vavistaassured.co.uk</u> <u>Call: 0344 776 5743</u>

Our promise to you

We will:

- Acknowledge all complaints promptly.
- Keep you informed of progress.
- Use the information from your complaint to proactively improve our service in the future.
- Do everything possible to resolve your complaint.
- Investigate quickly and thoroughly.

Full details of our complaints handling procedures are available upon request and on our website www.vavista.com/contact/complaints/

If you remain dissatisfied with our response to your complaint you may refer the matter to the Financial Ombudsman Service. To use their service, you must be eligible and your complaint must be sent to them within 6 months of our final response letter. You may contact them at:

The Financial Ombudsman Service Exchange Tower Harbour Exchange Square London E14 9SR Tel: 0800 023 4567 (from a landline) or 0300 123 9 123 (from a mobile) Email: <u>complaint.info@financial-ombudsman.org.uk</u> Website: <u>www.financial-ombudsman.org.uk</u>

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS) for our insurance mediation activities. 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. If you are eligible to claim from the FSCS, compensation is available as follows:

- Insurance advising and arranging is covered for 90% of the claim, without any upper limit
- For compulsory classes of insurance (such as Third-Party Motor or Employers Liability), insurance advising and arranging is covered for 100% of the claim without any upper limit

Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 (free phone) or 020 7741 4100 or www.fscs.org.uk.

Claims

Vavista Life has no authority to handle claims on behalf of insurers. In the event of an incident occurring which may give rise to a claim under your policy, you should contact your insurer as soon as possible using the contact details on your policy documents.

Quotations

Quotations offered by Vavista Life are valid for 30 days from the date of quotation. Your insurer has the right to decline your risk, increase the premium or restrict the policy if any errors or omissions are found in the Statement of Information. A quote shall be treated as an invitation to treat and can be withdrawn by the insurer at any point.

Data Protection Legislation

Somerset Bridge Insurance Services Ltd will hold and process your personal data as Data Controller to arrange or administer cover on your insurance policy pursuant to the General Data Protection Regulations 2016/679 and such legislation that is enacted from time to time in the UK to comply with this regulation in accordance with its privacy policy. Third parties such as insurance underwriters may also process your data to arrange or administer cover on your insurance policy. Some of the details you may be asked to give Somerset Bridge Insurance Services Ltd and/or third parties, such as information about offences or medical conditions, are defined by the General Data Protection Regulations as sensitive personal data. By giving us such information, you signify your consent to its being processed by us in arranging and administering your insurances.

Subject to certain exceptions, you will be entitled to have access to your personal and sensitive personal data.

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA, who works for us or for one of our suppliers.

Further information on our approach to privacy, your rights under data protection law (including your right to access your personal data) and how we use and share your data can be found at www.vavista.com/privacy-notice If you have any queries in respect of confidentiality and data protection, please contact us using the details on the privacy statement.

Client Money

We do not hold client money. We will not accept payment made out to us unless it is in settlement of monies owed to us.

Renumeration

Somerset Bridge Insurance Service Ltd receive income for commission from insurers which is calculated as a percentage of the insurer premium.

Other Taxes or Costs

Please note that there is a possibility that other taxes and/or costs may exist in respect of products and services offered by us, which are not paid through or imposed by us.

Governing Law

This agreement shall be governed by the laws of England and Wales and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the English Courts.

Statutory Rights

Agreement to our Terms of Business does not affect your statutory rights.