

Our Terms of Business

Introduction

Throughout this Terms of Business document, references to 'we', 'us' and 'our' are references to Fish Insurance, a trading name of Fish Administration Limited.

This section outlines important information of which you should be aware. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact our Customer Services Team on 0500 432 141 or at, Fish Insurance, 2-4 Riversway Business Village, Navigation Way, Preston, PR2 2YP. All calls are recorded for training, monitoring and reviewing purposes.

By asking us to quote for and arrange or handle your insurances, you are providing your informed agreement to these Terms of Business. For your own benefit and protection, you should read these terms carefully. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us at the above address.

1. Regulation

We are authorised and regulated by the UK Financial Services Authority. Our FSA Register number is 310172. Our permitted business is introducing, advising, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts. You may check this on the FSA's register by visiting the FSA website, www.fsa.gov.uk/register/ or by contacting the FSA on 0845 606 1234.

2. Our Service

We source and arrange products but do not offer advice or make recommendations when arranging your insurance. However, we may ask some questions to narrow down the selection of products on which we will provide details; you will then need to make your own choice about how to proceed.

We select personal insurances from a range of insurers, but for certain products, we only select products from a limited number of insurers or only offer products from a single insurer. We will give you further information about this before we finalise your insurance arrangements; where we select products from a limited number of insurers you may ask us for a list of the insurers we deal with for these products. All quotes offered will be valid for 30 days from the day you obtain the quotation. We will not in any circumstance guarantee the solvency of any insurer.

3. Complaints & Compensation

If you are unhappy in any way with the service you have received from Fish Insurance, our complaints procedure enables you to express your dissatisfaction and have a full understanding of how your complaint will be handled. If unfortunately you feel our customer service levels have failed to meet your expectations, please contact us: By telephone: Claims related - 0800 012 6327, other complaints - 0500 432 141. In writing addressed to: The Complaints Officer, at the above address. If you are not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service. A copy of the Complaints Procedure is available on request.

We are covered by the Financial Services Compensation Scheme (FSCS). 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 020 7892 7300 or www.fscs.org.uk.

4. Fees

We normally receive commission from insurers or product providers. In addition to premiums charged by your insurer, we may also make the following charges. Please note that these charges are non-refundable.

New Business & Renewal - up to £40

Instalment Facility - up to £20

Mid-term Changes, Duplicate Documents, Payment Defaults - up to £30

Cancellations: (including Your Right to Cancel) - up to £50

Additional Cancellation Car - Your insurance premium will include a payment for your legal protection and breakdown cover of £55 which we have included as part of the Fish package. This payment is non-refundable upon cancellation of the policy

5. Handling Money

We act as agents of the insurer in collecting premiums and handling refunds due to clients, such monies are deemed to be held by the insurers with which your insurance is arranged.

6. Cancellation of Insurance

You should make any request for the cancellation of a policy by phone or post, and any relevant certificate of insurance must be returned to us or to the insurer concerned. In the event of cancellation, charges for our services will apply in accordance with the 'Fees' section above.

The terms of your policy may allow insurers to retain the premium in full or to charge short-period premiums in the event of cancellation before the policy expires.

7. Your responsibilities

You are responsible for providing the complete and accurate information which insurers require in connection with any proposal for insurance cover. This is particularly important before taking out a policy and at renewal, but it also applies throughout the life of a policy. If you fail to disclose information, or misrepresent any fact which may influence the insurer's decision to accept the risk or the terms offered, this could invalidate the policy and mean that claims may not be paid. You must check all details on any proposal form or Statement of Facts and pay particular attention to any declaration you may be asked to sign.

It is important that you read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention must be paid to any warranties and conditions as failure to comply with them could invalidate your policy.

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 any matter, please contact us for guidance.

8. Use of personal data

We will process any personal information we obtain in the course of providing our services to you in accordance with the Data Protection Act 1998. In administering your insurances it will be necessary for us to pass such information to insurers and other product or service providers which may also provide us with business and compliance support.

We may also disclose details to relevant parties, as necessary, to comply with regulatory or legal requirements. We may contact you or pass your details to other companies associated with us in order to promote products or services which may be of interest to you. We will not otherwise use or disclose the personal information we hold without your consent.

Some of the details you may be asked to give us, such as information about offences or medical conditions, are defined by the Act 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 for which you will be charged a fee of £10. If at any time you wish us, or any company associated with us, to cease processing any of the personal data or sensitive personal data we hold, or to cease contacting you about products and services, please write to us at the above address.

9. Conflicts of Interest

Occasions can arise where we, or one of our associated companies, clients or product providers, may have a potential conflict of interest with business being transacted for you. If this happens, and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.

10. Claims Handling Arrangements

You should take note of the required procedures in the event of a claim, which will be explained in the policy documentation. Generally, insurers require immediate notification of a claim or circumstances which might lead to a claim. We will employ due care and skill if we act on your behalf in respect of a claim. If we act on behalf of an insurer in negotiating and settling claims, we will inform you that we will be acting on behalf of the insurer, not yourselves, at the point of claim.

11. Ending your relationship with us

Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you and we will not impose a penalty.

Your instructions must be given in writing and will take effect from the date of receipt. In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of **7 days** notice.