

# Our Terms of Business



**Introduction** | Throughout this Terms of Business document, references to 'we', 'us' and 'our' refers to Fish Administration Ltd, trading as Fish Insurance, who is a subsidiary of PIB Group Limited. This document 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 at 12 Sceptre Court, Sceptre Way, Bamber Bridge, Preston, PR5 6AW or by calling us on 0333 331 3900<sup>^</sup>. 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.

**Regulation** | We are authorised and regulated by the Financial Conduct Authority. Our Financial Services Register number is 310172. This can be checked on the Financial Services Register by visiting the FCA's website at [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on 0800 111 6768.

**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.

- Our mobility/disability equipment, prosthetics, independent living (IL), carer & personal assistant (CPA), motor, UK breakdown recovery and legal expenses insurance products are arranged from a single insurer.
- We offer an additional product excess protection from a single insurer.

Single market definition: We are not under a contractual obligation to conduct insurance activities exclusively with one Insurer. We have approached a single insurer and have not carried out a fair and personal analysis of the market.

- Our travel and home insurance products are selected from a limited range of insurers. Our Travel Insurers are Zurich Insurance plc and Union Reiseversicherung AG. Our Home Insurers are Certain Underwriters at Lloyd's and AmTrust Europe Limited.

Limited market definition: We are not under a contractual obligation to conduct insurance activities exclusively with one or more Insurers. We have approached a limited number of insurers and have not carried out a fair and personal analysis of the market. Details of the insurers are listed above.

Please refer to your policy summary or application form for details of the insurer. All quotes offered will be valid for 30 days from the day you obtain the quotation. We will not, in any circumstances, guarantee the solvency of any insurer.

**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 - 0333 331 3840<sup>^</sup>, other complaints – 0333 331 3900 <sup>^</sup>. 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. You can contact the Financial Ombudsman Service by telephone on 0300 123 9123 or visit their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

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 0800 678 1100, or [www.fscs.org.uk](http://www.fscs.org.uk).

**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. We will take commission earned from insurance companies in connection with your insurances, from our Trust account, only after we have received your premium (or received it from a third-party finance provider on your behalf). This may occur before the premium is paid to the insurance companies based on the Terms of Business we have agreed with those companies.

**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.

**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.

**Cancellation of Insurance** | You should make any request for the cancellation of a policy by phone or post. **'Your Right to Cancel'** – you have 14 days from receiving your documents to change your mind and receive a full refund of any premiums you have paid, provided you have not made any claims. No fees will be applied.

**Cancellation after 'Your Right to Cancel'** - No refund of premiums will be offered in the event of a cancellation for mobility/disability equipment, prosthetics, travel or excess protection Insurance policies after 'Your Right to Cancel' period.

For other policies, the terms of your policy may allow insurers to retain the premium in full or to charge pro rata premiums in the event of cancellation before the policy expires. In addition, a fee of £20 will be applied by us if you cancel an IL or CPA policy, £25 for a home policy and £50 will be applied if you cancel a motor policy.

For motor insurance policies, the premium includes a payment for UK breakdown recovery & legal protection cover of £70 which is included as part of the Fish motor insurance package. This payment is non-refundable upon cancellation of the policy after 'Your Right to Cancel' period.

We will not refund where the amount is £10.00 or less.

**Fees** | In addition to premiums charged by your insurer, we will apply the following fees for arranging and administering your insurance product. These fees are non-refundable.

<sup>^</sup>Calls to 0333 numbers are usually chargeable at a local rate from both UK landlines and mobile phones. These calls are usually included within network providers' "free minutes" packages.

# Our Terms of Business



- New business and renewal (motor) - £50
- Mid-term changes (motor) - £30
- Mid-term changes (all other insurance products) - £20
- Payment defaults (all insurance products) - £27.50

**Remuneration** | We receive a commission payment from your insurance company for arranging and ongoing management of your insurance policy. This amount is normally a percentage of the total annual premium you pay (excluding insurance premium tax (IPT)).

For the processing and arrangement of your Insurance premium instalment plan provided by Premium Credit Limited we receive a percentage of the interest that you are charged which is based on the total annual premium (Inclusive of Insurance Premium Tax (IPT) that you pay.

We receive a flat fee from your insurance company for services that we carry out on behalf of your Insurer in respect of the strategic management of their account for the business with which you are dealing.

During the duration of your policy we may have cause to liaise with a company to assist you with a claim in connection with your insurance policy. Where this occurs, we will receive a small flat fee from that company which may or may not be your insurer.

We will receive additional income from interest earned on insurance monies passing through our bank account.

**Referral Payment** | When you take out this policy with us we will receive a small flat fee at either an individual business or Group level from a company which may or may not be your insurer due to their potential involvement in the event of a claim on your insurance policy.

**Consumer Insurance (Disclosure & Representation) Act** | Please take reasonable care to answer all the questions honestly and to the best of your knowledge. If you don't answer all questions correctly, your policy may be invalid and/or a claim may be rejected or not fully paid.

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.

**Data Protection** | We are registered with The Information Commissioners Office in the UK and we undertake to comply with the most current Data Protection Act and regulations in all our dealings with your personal data. Your personal information will be kept secure.

Our Data Protection Officer's contact details are: Data Protection Officer, PIB Group Limited, 70 Gracechurch Street, London, EC3V 0HR. Email: [dpo@pib-insurance.com](mailto:dpo@pib-insurance.com)

We collect your personal data for use by PIB Group Limited and subsidiary companies. We use this personal data for the provision of information or to fulfil the requirements of a contractual or service relationship which may exist between you and our organisation. In addition, special categories of personal data such as data about your health and criminal convictions may be processed on a public interest basis if this is necessary for insurance purposes.

If you provide personal data to us relating to any person other than yourself, you must ensure that they understand how their personal data will be used and that you are authorised to disclose it to us, and to consent to its use on their behalf.

Your data may be passed on to other insurance providers to fulfil the contract or service. More information on how the Insurance market works is available from the London Insurance Market Core Uses Information

Notice available on-line here:  
<https://www.londonmarketgroup.co.uk/gdpr>.

We may share your information with credit agencies and other companies for use in credit decisions, for fraud prevention and to pursue debtors. Specifically, if you ask us to arrange finance for your payment of premium, the companies we ask may perform a credit check. This may happen at inception and each renewal of the policy.

If you ask us to obtain insurance on your behalf outside of the European Union, you accept that personal data associated with that policy will be covered only by local data protection law and will not be covered by European or UK data protection regulations.

We may use your personal data for other similar purposes, including marketing and communications, but that will only occur if we have your consent or another legal justification for doing so. You have a right at any time to stop us from contacting you for marketing purposes.

Please be aware that telephone calls may be monitored and/or recorded.

You have the right to request access to any of your personal data we may hold. If any of that information is incorrect, you can request that we correct it. If we are not using your information correctly, you can request that we stop using it or that we delete it completely.

If you would like to make a request to see what personal data of yours we hold, you may make a request to our Data Protection Officer using the details above.

Where we have asked for your consent to use your personal data, you have the right to withdraw that consent at any time. If you withdraw your consent, we will stop using your personal data where legally possible. Any processing undertaken before your withdrawal remains valid and lawful.

**Dealings with others on your behalf** | To help you manage your insurance policy, subject to answering security questions, we will deal with you or your spouse/partner or any other person or organisation whom we reasonably believe to be acting for you, if they call us on your behalf in connection with your policy or a claim.

**Failure to Pay a Premium Instalment** | 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 may result in cancellation of the credit agreement and may result in cancellation of your insurance. Please note that in the event of payment default a fee will also be charged in accordance with the 'Fees' section above.

*^Calls to 0333 numbers are usually chargeable at a local rate from both UK landlines and mobile phones. These calls are usually included within network providers' "free minutes" packages.*