

Support Operating Manual for organisations
working within the Direct Payments market



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Section I: General Introduction

Fish Insurance is authorised and regulated by the Financial Conduct Authority (FCA). This means we are required to adhere to the FCA's guiding principles. A part of this is to ensure the organisations with whom we work with in the Direct Payments market understand their responsibilities when arranging insurance on behalf of care users. This manual is provided to assist with the introduction and/or administration of insurance related activity. By following the procedures and processes contained in this document it will ensure the risk of exposure to errors and omissions claims, and breaches of FCA regulation, is reduced.

This document should be used as a training aide and reference point for personnel who arrange insurance for individuals who receive a direct payment.

1. Relationship Description

As Fish is regulated by the FCA, it is important for us to outline the relationship we hold with organisations who are undertaking insurance related activities. Whilst Local Authorities are exempt from FCA regulation, Fish still has a responsibility to provide guidance to all organisations with whom we hold a relationship, so all parties understand their responsibilities relating to the arrangement of insurance. As such, we have detailed our procedures and processes which should be followed to ensure cover is correctly arranged and care users are adequately protected.

2. Advice

As Fish operates on a non-advised sales basis, it is important that:

- Only factual information is given to care users.
- You must not give a customer a personal opinion or make implied or explicit recommendations on the merits/demerits of one product over another.

3. Premium Payable

Each policy should be sold at the rate advised by Fish. There are no exceptions or amendments to the premium and under no circumstances should the premium be changed without Fish approval.

4. Keeping Fish Informed

Please notify Fish of any changes in personnel, including contact details, and the organisations you work with. This is to ensure we maintain up to date records of your organisation.

5. Training Support

To assist with the understanding of our policies and procedures Fish will provide training support in the form of:

- **Proposition Training** – Our Business Partnerships Team will provide an overview of the cover provided by Protect policy range. As part of this training, we will also provide a welcome pack consisting of:
 - Policy wordings.

- Insurance Product Information Documents (IPIDs).
- Application forms, including product cover information.
- **Guidance Training** – We will supply access to 5 easy to follow informative training modules covering:
 - Introduction to Fish Insurance - This module provides a basic overview of Fish Insurance.
 - Protect policy range, cover explained - This module makes it easier to understand the cover provided under the Care Protect, Healthcare Protect and Employee Protect policies.
 - The sales process explained - This module outlines the do's and don'ts of arranging cover on behalf of care users and what information you will need to organise cover. We have also included guidance around what you should do in the event something goes wrong with the sales process and we have provided examples of what would be classed as a breach.
 - The claims process - This module provides guidance around the claims process and how to make a claim on behalf of the care user.
 - The complaint process - We recognise that things can go wrong from time to time. This module explains our complaints process and what you should do in the event of a complaint arising.

We highly recommend that all individuals responsible for arranging insurance complete the above training. Additionally, Fish can provide supplementary training support on a variety of topics, such as Employment Law. If you would like Fish to provide any supplementary training, please contact your dedicated Account Manager.

6. General Record Keeping

Fish maintains copies of all correspondence and we also record all calls to our contact centre; however, we would recommend that you also maintain a record of:

- Copies of application forms submitted to Fish.
- Details of all insurance policies arranged on behalf of care users either by bordereaux submission or telephone.
- Record of any changes to insurance contracts.
- All customer communications relating to insurance contracts.

Fish retains our records for a minimum of 60 years after a policy has lapsed/cancelled in accordance with our Data Retention Policy.

7. HM Sanctions Checks

We would like to make you aware that it is a criminal offence to undertake financial transactions with an individual or firm that is listed on HM Treasury's financial sanctions list. To ensure that we comply with relevant legislation, we will complete sanctions checks on all policyholders using the information you have provided. If any policyholder is flagged during this procedure, we will contact you and coordinate appropriate action.

8. Bordereaux

If you wish to arrange cover for numerous care users, you will be required to complete your bespoke spreadsheet (bordereau) with the care users information and answer the required declaration questions. The completed spreadsheet must be emailed to Fish every 7 days.

9. Data Protection and Data Security

We would like to highlight that it is your responsibility to meet the requirements of Data Protection legislation and ensure the security of data that it transfers to/from us. We will provide additional guidance material, by way of good order, but the responsibility still ultimately rests with the you.

You should consider the following:

- Physical access to systems and passwords (e.g., passwords not on notes stuck to the keyboard)
- A 'clear desk' policy
- Physical protection of the office area including out-of-hours protection of the building, particularly when shared by another tenant
- Physical access to the office/building/reception to casual off-the-street visitors and public
- Bank/credit-card details on paper files and systems
- Data held on lap-tops, memory sticks, etc without encryption
- Disposal of paper data, shredding and archiving.

Reporting Data Protection Breaches

We define a data protection breach as an event or action which may compromise the confidentiality, integrity or availability of systems or data, either accidentally or deliberately, and has caused or has the potential to cause damage to our information assets and/or reputation.

Examples of breach could be one of the following:

- Loss or theft of confidential or sensitive data or equipment on which such data is stored (e.g., loss of laptop, phone, iPad/tablet, or paper record)
- Unauthorised use of access to or modification of data or information systems
- PCI-DSS – Recording (verbally, electronically or in writing) of payment or credit card details outside of approved computer systems or payment terminals.
- Attempts (failed or successful) to gain unauthorised access to information or IT system(s)
- Unauthorised or wrongful disclosure of sensitive / confidential data, both internally and externally
- Website defacement
- Hacking attack

If an incident occurs, please contact us immediately with as much detail as possible regarding the incident.

Section II: Auditing and Monitoring

1. Oversight Model

As an FCA regulated business, Fish is required to carry out regular auditing and monitoring activities. Details of our oversight model which will be applied to our relationship is outlined below:

Meaningful MI

On a monthly basis Fish will:

- Produce a product governance report, which outlines performance against the specific KPIs.
- Conduct a breach and E&Os review.

Proactive Account Management Activity

Fish's Business Partnerships Team are responsible for overseeing relationships with partner organisations and operate with a robust contact strategy. The regularity of review will be focused on ensuring our relationship is performing as expected across various parameters such as:

- Any concerns or issues with the sales and/or claims process.
- Customer feedback.
- Policy cover queries.

2. Rule Breaches and Errors & Omissions (E&Os)

If something goes wrong with the sales process, this is called a breach. We define a breach as an action that has taken place that is contradictory to the requirements of either our policies or procedures, or external regulatory and legal requirements arising directly in relation to the insurance activities or associated with those activities.

It is important that all breaches are reported to Fish immediately. You can do this by emailing us at: BreachsandErrorsandOmissionsforSchemesandAffinities@pib-insurance.com

The following information should be provided:

- Details of what the breach is.
- When it happened.
- Who has the breach affected?

It is Fish's responsibility to take the necessary remedial action to resolve any breach as quickly as possible. It is therefore important that you do not try to resolve any identified breach, as Fish needs to work to our internal breach procedures.

3. Complaints

Auditing and monitoring of complaints is an integral part of our obligations under FCA regulations. It is therefore important that you understand what we define a complaint to be, who can make a complaint (eligible complainant) and what we consider to be a resolution to a complaint:

Definition of a Complaint

Any oral or written expression of dissatisfaction, whether justified or not, from, or on behalf of, a person about the provision of, or failure to provide, a financial service or a redress determination, which alleges that the complainant has suffered (or may suffer) financial loss, material distress or material inconvenience; and relates to an activity of that respondent, or of any other respondent with whom that respondent has some connection in marketing or providing financial services or products, which comes under the jurisdiction of the Financial Ombudsman Service.

Definition of a Resolution

A resolution is defined as a course of action agreed with the customer. More than one resolution can be agreed with the customer during the complaints process. (NB: an accepted apology could be considered a resolution)

Complaints Procedure

Detailed below is the complaints procedure we request that you always follow:

It is your responsibility to:

- Listen to the care user or their representative and take notes about their complaint.
- Call Fish on **0333 331 3977** or complete the complaints and feedback form and it to complaints@fishinsurance.co.uk to notify us of the complaint. This must be done **immediately** as the FCA have rules on how quickly complaints are investigated and resolved.
- Provide the care user's name, address, and policy number (if known) and details of the complaint.

Please do not ask the care user or their representative to put their complaint in writing.

It is Fish's responsibility to investigate all complaints and take any necessary remedial action to resolve the complaint as quickly as possible. It is therefore important that you do not try to resolve any complaint, as Fish needs to work to our internal complaint procedures.

4. Conflicts of Interest (Col)

In the provision or introduction of general insurance services, you may face actual or potential Col which can influence behaviour and prevent you from exercising objective, independent and sound judgement. The existence of Col does not imply wrongdoing, it is simply a set of circumstances that need to be managed.

Col can arise in any situation where competing professional and/or personal interests influence our professional judgment or actions resulting in us failing to act in our customer's best Col may arise: The following are (non-exhaustive) illustrative factors leading to a conflict:

Where you are likely to make a financial gain, or avoid a financial loss, at the expense of a customer.

- Where you have a financial or other incentive to favour the interest of another customer or group of customers over the interest of the customer.
- Where you will receive from a person other than the customer an inducement in relation to a service provided to the customer, in the form of monies, goods or services, other than the standard commission or fee for that service.

5. Anti-Bribery Legislation

It is your responsibility to meet the requirements of Anti-Bribery legislation, however we will undertake periodic checks to ensure that appropriate Anti-Bribery controls are in place in so far as they apply to our working relationship.

6. Financial Crime

You should assess the risk of financial crime within your business and implement and maintain effective and proportionate safeguards. There is a plethora of legislation surrounding this subject in addition to the FCA's requirements: including, Proceeds of Crime Act 2002; Data Protection Act 2018; Fraud Act 2006; Counter Terrorism and Border Security Act 2019; Criminal Justice Act 2003; Money Laundering Regulations 2017, Criminal Finances Act 2018, and Bribery Act 2010.

Examples of how you could be subject to financial crime

- Criminals laundering the proceeds of crime.
- A customer is linked with terrorism.
- Customer data stolen and used to perpetrate identity theft.
- An employee defrauds a customer by using their credit-card information, or personal data.
- Data is stolen/copied and sold to a competitor.
- Theft of money or property by staff.
- Claim fraud by staff, alone or in collusion with others.

Section III: Operating Procedures

It is important that you:

- a) Take appropriate steps to seek sufficient information from care users about their circumstances so their requirements can be accurately identified to ensure the cover offered meets the customer's requirements.
- b) Notify care users of their duty to take reasonable care to provide full and accurate information and the possible consequences of failure to do so, at the earliest opportunity.

7. New Business - Managed Accounts

It is important that the care user:

- Understands what cover is being arranged for them so you will need to provide them with a copy of the relevant Insurance Product Information Document (IPID) and application form which provides an overview of the insurance cover. Answer any cover questions the care user may have; if you are unsure of the answer to any query, please refer to Fish for clarification.
- Is advised that you will be providing Fish with their personal information in order to arrange the insurance cover. As such you should seek their consent for you do this. This can be done verbally.
- Knows that policy documents will be issued to them by Fish and that if they feel the cover is not suitable for their needs, they have 14 days right to cancel from the date they receive the policy documents. If they cancel within the 14 days right to cancel period, they will receive a full refund of the premium paid, subject to no claims being made.
- Answers the following declaration questions:
 - Has the person who receives care or the employer made any claims or incidents on any previous liability insurance policy in the last 5 years?
 - Has the person who receives care or the employer had any previous insurance policy cancelled or declared void by an insurer?
 - Has the person who receives care or the employer been convicted, charged or any conviction pending for any criminal offence other than a fixed penalty motoring offence?

You can arrange cover by either calling Fish's contact centre or visiting our website. You will need the following information:

- Your agent number.
- Name, address (of where the care takes place) and date of birth of the person(s) receiving care and the employer(s), if different.

If healthcare tasks cover is required for the care user's carers, you will also need:

- Name, address, and date of birth for each carer.
- Answers to the declaration questions:

- Has the carer made any claims or incidents on any previous liability insurance policy in the last 5 years?
- Has the carer had any previous insurance policy cancelled or declared void by an insurer?
- Has the carer been convicted, charged or any conviction pending for any criminal offence other than a fixed penalty motoring offence?
- Consent from each carer to arrange cover on their behalf.

Alternatively, you can complete the relevant application form on behalf of the care user and return to Fish. No cover will be in force until Fish receive and accept the application form.

If you require to arrange cover for numerous care users, you can complete your bespoke spreadsheet (bordereau) with the care users information and email. It is important that you submit your completed spreadsheet to Fish at every 7 days. Upon receipt of the bordereau Fish will process the policies and issue policy documentation direct to each care user (and each carer, if Healthcare Protect). We will then issue an invoice to you.

8. New Business - Non-Managed Accounts

The care user should be advised that they can arrange cover with Fish by either:

- Telephoning Fish directly on 0333 331 3990.
- Visiting the Fish website – www.fishinsurance.co.uk
- Completing the relevant application form and sending to Fish. No cover will be in force until Fish have received and accepted the application form.

9. Changes to Existing Cover – Managed Accounts

- Should policyholders require an alteration to their policy you must inform us immediately providing details of the information that has changed and the date the change is required from. Fish will then update the policy records and issue the updated policy documentation to the care user and/or carer, if relevant.
- If the amendment relates to one of the declaration questions, for example, a care user now has a criminal conviction, it is possible that the cover may need to be cancelled.

10. Renewals – Managed Accounts

Fish will write to the care user to advise that their policy is due for renewal and explain that you will be managing the renewal of the policy on their behalf. This includes paying the premium. If Healthcare Protect, we will also write to each carer. You can either renew, update details, or lapse a policy, by:

- Accessing Aquarium and confirming the renewal instructions.
- Completing a renewal bordereau and emailing it to admin@fishinsurance.co.uk.
- Calling our Contact Centre on 0333 331 3990.

Upon receipt of your instructions will either issue renewal confirmation to each care user or lapse the cover.

11. Renewals – Non Managed Accounts

Fish will issue the renewal invitation direct to the care user. If Healthcare Protect, we will also write to each carer. Upon confirmation to renew the policy we will then issue renewal documentation direct to the care user.

12. Cancellations – Managed Accounts

If a care user passes away or no longer requires the policy, please notify Fish as soon as possible so we can arrange for the policy to be cancelled.

13. Financial Promotions

The FCA has strict rules governing the release of adverts or financial promotions including the need for all financial promotions needing to be clear, fair, and not misleading. Therefore, any marketing materials relating to regulated activities, including flyers, adverts, social media posts, e-shots, posters, blogs, and website must not be released until prior approval has been given by us.

Standardised wording can be provided, please contact your Account Manager should you require this.

14. Websites, advertising, and stationery

Where applicable, we must approve all promotional material to enable you to advertise insurance to your customers, and you should ensure that any additional stationery, advertising, or promotional material you use for your insurance related activities, including material on any website or social networking sites, has been approved by us as this approval is an integral part of our obligations under the FCA regulations. No material including websites, may be used, until we have provided formal approval.

15. Policy Claims – Managed Accounts

- Any suspicion of dishonesty or withholding of material information on the part of a customer should be referred to us.
- Should you be notified of a claim, or circumstances likely to give rise to a claim, you should advise us immediately and to disclose all material facts, relating to the claim or circumstance.
- Premiums should be paid up to date in order for the insurer to consider a claim.

16. Invoices

- Invoices will be issued upon instructions from you and/or the care user/employer.
- Invoices should be settled within 30 days of the invoice date.

17. Call Recording

Fish record all inbound and outbound calls from our Contact Centre. The call recordings are retained in accordance with our Group Retention Policy.

Section VI: Appendix – Fish Documentation

The following documents will be maintained by us:

Click the links below to access the relevant documents
Fish Terms of Business
Policy Wording: <ul style="list-style-type: none">- Care Protect- Healthcare Protect- Employee Protect
Insurance Product Information Document (IPIDs): <ul style="list-style-type: none">- Care Protect- Healthcare Protect- Employee Protect
Forms: <ul style="list-style-type: none">- Breaches and E&O form- Complaints and feedback form