

## 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 and must be read in conjunction with the accompanying correspondence and documentation. 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. 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.

## 1. Regulation

The Financial Conduct Authority (FCA) is the independent watchdog that regulates financial services. 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 company is registered in England & Wales. Company Registration Number 4214119, Registered Office; Rossington's Business Park, West Carr Road, Retford, Nottinghamshire, DN22 7SW.

For the avoidance of doubt, this document and the terms stated within shall continue to apply if, in the event that, our company name changes. If our Company Registration Number or FCA Firm Reference Number changes, you will also be notified.

## 2. Whose products and what service we offer

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 mobility scooter & powered chair, disability equipment, prosthetics, independent living, carer protect, healthcare protect, employee protect, carer & personal assistant, motor, UK breakdown recovery and legal expenses insurance products are arranged from a single insurer.
- We offer the following additional products: excess protection, home emergency and temporary European breakdown cover from a single insurer for each product.

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 below.

- Our home insurance product is selected from a limited range of insurers. Our home insurers are Certain Underwriters at Lloyd's and AmTrust Europe Limited.

Please refer to your Policy Wording 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.

## 3. How are we meeting your needs?

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.

## 4. 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.

## 5. How we are paid

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.

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.

We will apply the following fees for arranging and administering your insurance product. These fees are non-refundable.

- New business and renewal (motor) - £50.00
- Renewal (manual wheelchairs) - £2.00
- Mid-term changes (motor) - £30.00
- Mid-term changes (all other insurance products) - £20.00
- Payment defaults (all insurance products) - £27.50

## 6. Instalments

Providing that you meet the finance provider's criteria you may choose to pay by direct debit, your monthly instalment plan will be financed by Premium Credit Limited.

If we deal with other providers, we will disclose this to you.

Premium Credit will send you a welcome pack which will outline the terms of the finance agreement. It is important that you read this. 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.

Please note instalment facilities are not available for all policies we arrange and/or services offered.

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

You are entitled at any time to request information regarding any commission which we may have received as a result of placing your insurance business. Please contact us for more information.

## 7. 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 call us on 0333 331 3840 for claims related complaints or 0333 331 3900 for all other complaints. Alternatively, write to: The Complaints Officer, 12 Sceptre Court, Sceptre Way, Bamber Bridge, Preston, PR5 6AW.

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 employer's 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).

If you bought one of our products online, you can register your complaint via the Online Dispute Resolution (ODR) platform where you may be able to get help raising your complaint with the Financial Ombudsman Service.

## 8. Claims Handling

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.

## 9. Cancellation

You have a statutory right to cancel your policy if it does not meet your requirements or for any other reason within 14 days of the date you receive your policy documents or the inception date, whichever is the latest. You will receive a full refund of any premiums you have paid, provided you have not made any claims and for our travel and temporary European breakdown cover you must not have travelled. No cancellation fees will be applied within the 14 day right to cancel period.

You may cancel after the 14 days have expired, however no refund of premiums will be offered in the event of a cancellation for mobility scooter & powered chair insurance, mobility scooter & powered chair warranty, disability equipment insurance, disability equipment warranty, prosthetics, temporary European breakdown cover or excess protection insurance policies.

For Home Emergency you may cancel after 14 days by giving at least 21 days' written notice to us. The insurer will refund the premium for the remaining period of insurance unless you have notified a claim which has been or is subsequently accepted under this policy in which case no refund of premium shall be allowed.

For mobility scooter & powered wheelchair insurance, disability equipment insurance and prosthetics insurance where you have purchased a multi-year policy; you may cancel after the 14 days have expired, however no refund of premium will be available other than for the full unexpired years of cover. In addition, a fee of £20.00 will be applied by us if you cancel.

For other policies, if you cancel after the 14 days have expired you will not automatically be entitled to any refund of premium. Insurers at their discretion may allow a refund of premium for any unexpired period of cover. If any claim has been made in the current period of insurance, you must pay the full annual premium and you will not be entitled to any refund. In addition, a fee of £20.00 will be applied if you cancel an Independent Living, Care Protect, Healthcare Protect or Carer & Personal Assistant policy; £25.00 will be applied if you cancel a home policy and £50.00 will be applied if you cancel a motor policy. We will not refund where the amount is £10.00 or less.

## 10. The Consumers Insurance Disclosure and Representations Act 2012 (CIDRA)

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.

## 11. Data Protection

We are registered with The Information Commissioner's 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, 1 Minster Court, Mincing Lane, London, EC3R 7AA  
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 service providers and claims management companies 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.pibgroup.co.uk/core-uses>

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.

If you are a Care Protect, Healthcare Protect or Employee Protect policyholder, we may process your data within xCenta, which is a trading division of PIB Risk Management Limited, in order for you to access Aquarium, our online training and risk management portal.

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.

## 12. 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.

Once cover has been arranged, you must immediately notify us of any changes to the information that has been provided to your insurers.

## 13. Renewal Details

We will endeavour to provide you renewal terms within a reasonable period or notify you that renewal is not being invited. Attached to the renewal terms will be a statement of any changes to the terms of the policy, and changes to any information required under EU directives, it will also contain a statement of price and information about cancellation. If we do not receive your instructions prior to the renewal date, we reserve the right to renew your policy and if you pay by instalments to continue to accept payment unless you notify us that you wish to cancel your policy, however we are not obligated to renew on your behalf. If we have assumed that renewal is required, where your instructions were not received, you may be liable to make payment to us/insurers.

## 14. Continuous Payment Agreement

Continuous Payment Authority is a recurring payment process where you authorise Fish Insurance to take money from your bank account or debit or credit card at the renewal of your policy. In authorising Continuous Payment Authority, which you will do by accepting these terms and conditions, you permit us to charge any sums due to your card in order to renew your policy and provide continuous cover. Full details of the amount due will be held

within your renewal invitation. You may cancel the Continuous Payment Authority at any time by contacting us.

#### **15. Limit of Liability – Your attention is specifically drawn to this clause which limits or excludes our liability to you**

Our liability for losses suffered by you as a direct consequence of any negligent performance of our services shall be limited in all circumstances to £20,000,000 per claim.

In respect of any other claim arising out of our performance or non-performance of the services hereunder our liability shall be limited to the amount of commission and fees which we have received for arranging your insurance cover during the 12 months prior to such claim arising.

If you feel that the above limits are not sufficient for you, we will be happy to discuss a higher limit of liability. If agreed, this will be set down in writing and form part of these Terms of Business. Please be aware that there may be an additional charge or other terms if we agree to amend this clause, these will be discussed with you prior to any amendment taking place.

#### **16. Third Party Rights**

Nothing in these Terms of Business will give any person any right to enforce any term which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

#### **17. Money Laundering/Proceeds of Crime**

We are obliged to report to the National Crime Agency any suspicion of money laundering or terrorist financing activity and we are prohibited from disclosing any such report. Claims payments will be made in favour of you, the insured.

#### **18. Liability for Directors, Officers or Employees**

You acknowledge and agree not to make any claim personally against any employee, director or officer arising out of the work and services provided under these Terms of Business. This clause does not in any way limit or affect our liability to you as set out in Section 15.

#### **19. Termination of this agreement**

You may cancel these Terms of Business with us at any time. If you do so, we will continue to be entitled to receive any fees or commissions payable. We reserve the right to resign as your insurance intermediary. If policies are to be cancelled, due notice will be given in accordance with the terms of the insurance policies. We will continue to fulfil any outstanding regulatory responsibilities to you following termination of these Terms of Business.

#### **20. General**

Each of our rights or remedies is without prejudice to any other right or remedy we may have whether under a contract or not.

Our failure or delay in enforcing or partially enforcing any provision of a contract will not be construed as a waiver of any of our rights under a contract.

#### **21. Severability**

If any part of these Terms of Business is or becomes illegal, invalid or unenforceable then that part shall be deemed to be removed from these Terms of Business and shall not in any way affect the legality, validity or enforceability of the remaining Terms of Business.

#### **22. Waiver**

Your rights and our rights under these Terms of Business may be waived if specifically agreed in writing by you and us but not otherwise.

#### **23. Law applicable**

These Terms of Business shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

# PRIVACY NOTICE

This Privacy Notice provides details of the personal data we collect from you, what we do with it, how you might access it and who it might be shared with.

## Our Contact Information and Data Protection Officer

The specific company acting as a data controller of your personal information will be listed in the documentation, we provide to you. Our Data Protection Officer can be contacted directly here:

Data Protection Officer  
PIB Group Limited  
1 Minster Court  
Mincing Lane  
London, EC3R 7AA  
dpo@pib-insurance.com  
0330 058 9700

## What we do with your personal data

We process your personal data only for the purpose for which it is collected. If you use our services or request information, we collect your personal data for use by PIB Group Limited and subsidiary companies. We use this personal data for the provision of information and services or the performance of the contract.

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 where, as a current or previous user of our services, we rely on a legitimate interest justification for doing so. You have a right at any time to stop us from contacting you for marketing purposes. Please contact us to do so - see above.

The way insurance works means that, if you have a contractual or service relationship with us, your information may be shared with, and used by, a number of third parties in the insurance or risk sector; for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, specific service providers, claim management companies, credit reference agencies, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the contract or service that we provide and to the extent required or permitted by law.

More detailed information on how the Insurance market works and transfers data, is available from the London Insurance Market Core Uses Information Notice available at <https://www.pibgroup.co.uk/core-uses>

## What personal data do we collect?

The personal data we collect depends on whether you just visit our website or use our services. If you visit our website, you do not need to provide us with any personal data. However, your browser transmits some data automatically, such as the date and time of your visit, your browser type, your operating system, the last web page you visited and your IP address. Our Cookie policy is below.

If you use our services, personal data is required to fulfil the requirements of a contractual or service relationship, which may exist between you and our organisation. We will also grant access to relevant personal data to our staff for example to provide training and staff development. This is on the basis that this is in both our mutual legitimate interests to improve our services and your customer experience. However, we will ensure this is in a secure environment. In addition, special categories of personal data such as data about your health and criminal convictions may be collected and processed on a consent or public interest basis if this is necessary for insurance purposes.

If you provide us with personal data about other people, for example, family members you wish to add to a policy or contract, we expect you to ensure that they know you are doing so and they are content with their information being provided to us.

As a minimum if you use a simple contact form on our website, you will be providing us with your name, address, telephone number and email address. If you use the chat function on any of our websites, your discussion will be captured by our third party provider, LiveChat or Puzzel, and retained by them for a short period of time and by us, as necessary.

We may record or monitor calls for training purposes, to improve the quality of our service and to prevent and detect fraud. We may also use CCTV recording equipment in and around our premises.

### **How do we look after personal data?**

We only collect personal data that is required for the purposes of providing our insurance and risk service, as described above. We restrict, secure and control all of the data we hold, against unauthorised access, damage, loss or destruction; whether physical or electronic. We retain personal data only for as long as is necessary to perform the functions above and to respond to your requests, or longer if required by law, or if we need to retain the data to perform a contract. If we retain your personal data for historical or statistical purposes, we will ensure that the personal data cannot be used for any other purpose. Whilst in our possession, together with your assistance, we try to maintain the accuracy of your personal data.

### **How can you access your personal data?**

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 change 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.

### **Changes to our Privacy Notice**

We keep our privacy notice under regular review, and we'll place any updates on this web page. This privacy notice is version 1.60.

### **Our Supervisory Authority**

You have the right to lodge a complaint with the Information Commissioner's Office (ICO), contact details below:

Information Commissioner's Office

Wycliffe House

Water Lane

Wilmslow

Cheshire SK9 5AF

Tel: 0303 123 1113

Web: <https://ico.org.uk/>

# Cookies Policy

Cookies are small text files that can be used by websites to make a user's experience more efficient.

The law states that we can store cookies on your device if they are strictly necessary for the operation of this site. For all other types of cookies, we need your permission. If you continue to use this site, we will assume that you have provided permission. This is called implied consent.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website. More information about cookies (including how to turn off cookies) can be found at [www.allaboutcookies.org](http://www.allaboutcookies.org).

This site uses different types of cookies. Some cookies are placed by third party services that appear on our pages.

## Our Cookies

**Necessary cookies** help make a website usable by enabling basic functions like page navigation and access to secure areas of the website. The website cannot function properly without these cookies.

**Preference cookies** enable a website to remember information that changes the way the website behaves or looks, like your preferred language or the region that you are in.

**Statistics cookies** help website owners to understand how visitors interact with websites by collecting and reporting information anonymously.

**Marketing cookies** are used to track visitors across websites. The intention is to display ads that are relevant and engaging for the individual user and thereby more valuable for publishers and third party advertisers.