



**Carer Insure**

# **Terms of Business**



## Introduction

Throughout this Terms of Business document, references to 'We', 'Us', 'Our' and 'Ourselves' refers to Carer Insure which is a trading name of Enable Limited, and also to Fish Administration Limited, trading as Fish Insurance, who is a subsidiary of PIB Group Limited.

Please read this document carefully. It sets out the terms on which we agree to act for you, our client, and contains details of our regulatory and legal responsibilities. If you are unsure about any aspect of these terms, or if you have any questions regarding our relationship with you, please contact us immediately. By doing business with us you agree to do so based on the terms of this document, unless we both agree otherwise. This document replaces any previous version you may have had.

All calls are recorded for training, monitoring and reviewing purposes.

Where there is an asterisk noted against 'We\*', 'Us\*' and 'Our\*', this applies to Fish Administration Limited only.

## 1. Regulation

The Financial Conduct Authority (FCA) is the independent watchdog that regulates financial services.

Carer Insure is a trading name of Enable Limited who are an Appointed Representative of Fish Administration Limited.

Fish Administration Limited is authorised and regulated by the Financial Conduct Authority, registered in England and Wales under Company Registration Number 4214119. Registered Office; Rossington's Business Park, West Carr Road, Retford, Nottinghamshire, DN22 7SW.

Enable Limited is registered in England and Wales under Company Registration Number 04552449.

Registered Office; 7th Floor, Telecom House, 125-135 Preston Road, Brighton, England, BN1 6AF.

Enable Limited's Firm Reference Number in respect of Insurance activities is 468897 and Fish Administration Limited's Firm Reference Number is 310172. These details 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.

We confirm that this document and the terms stated in it shall continue to apply if we change our company name. We will notify you if that happens, and also tell you if our Company Registration Number or FCA Firm Reference Number changes.

## 2. Our service to you

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 product offered on which we will provide details, however this does not mean that we are making a recommendation and you will then need to make your own choice about how to proceed.

### Our service includes:

- Arranging insurance cover to meet your requirements; and
- Helping you with any ongoing changes you have to make.

We may be able to offer you the option of making your payment(s) by instalments. Please note that we do not give advice on whether or not you should pay by instalments, and we do not give a personal recommendation regarding the instalment provider, but we may ask some questions to narrow down the payment options available. You will then need to make your own choice about how to proceed.



### 3. The capacity in which we are acting

We act under an agreement with Fish Administration Limited which allows Us to provide a quotation, confirm cover and issue policy documents to you, acting on their behalf.

We also deal with the majority of all claims on behalf of the Insurer under a delegated claims handling authority. Liability claims are dealt with by Irwell Insurance Company Limited. If this is not the case for your claim, We will inform you.

### 4. How we make our selection

We are contractually obliged to offer you an insurance product from the Insurer named in the accompanying documents and have not carried out a 'fair and personal analysis' of the market, which would be a wider search. All quotes offered will be valid for 30 days from the day you obtain the quotation.

### 5. Disclosure of information

As a Consumer (which means you are an individual buying insurance wholly or mainly for purposes unrelated to your trade, business, or profession) you must take reasonable care to answer all questions fully and accurately. Once cover has been arranged, you must tell us immediately of any changes to the information you gave to us. This is so we can tell your insurers about the changes. If you do not give accurate and up to date information to us for your insurers, they may invalidate your insurance cover. Insurers may also refuse to pay any claim you make or may reduce the claim payment to you.

### 6. Cancellation

As a customers acting outside your trade, business or profession (i.e. a 'consumer') then you usually have the legal right to cancel a policy within 14 days of receiving the full policy terms and conditions. This timescale may vary depending on the type of policy purchased, but the terms will be explained in your policy documents.

#### Where 14-day cancellation rights apply:

The right of a consumer to cancel does not apply:

- if an incident has occurred within those 14 days, where a claim is or could be made, including by someone else;
- if the policy has completed its purpose (e.g. a total loss claim paid for a car);
- to policies of less than one month in duration, such as a short-term travel insurance (we will tell you in writing if you have cancellation rights for any short-term policy We arrange for you).

You must contact us within the 14-day period where the Right to Cancel applies. We and the insurer may make a proportionate charge for the amount of time we have been on cover and our fees will not be returnable.

#### Where 14-day cancellation rights do not apply:

This section applies to:

- consumers who cancel after their 14-day 'Right to Cancel' period; and

And in these situations, please note the following:

- Premium refunds: insurers may only return a proportionate amount of the premium. You may be charged an administration fee to cancel. Our commission and/or fees will not be returnable. Please refer to your policy documents for more details or contact us if you are unsure.



For all policies, if you do not pay your premium by the due date, your cover may be cancelled. This could take place immediately, or your insurers could give you notice of cancellation.

If you pay by instalments, there is the possibility that the amount paid prior to the cancellation date may not cover the overall amount due up to the date of cancellation. In that situation you will remain liable to pay the difference between those amounts.

If you wish to cancel your policy(ies) please contact us.

## 7. Our earnings

We receive remuneration in connection with your policy (ies) which may include a commission payment from your Insurer/Product or Service Provider and is calculated as a percentage of the total annual premium (excluding Insurance Premium Tax ).

Carer Insure receive a percentage of this commission amount. The remuneration received by Us\* also includes, but is not limited to, remuneration from the Insurer/Product or Service Provider based on our overall account with that firm meeting certain criteria at either a Group or individual business level.

Unless we otherwise agree (for example, if we agree a Fee in Lieu of Commission) we will charge fees on the following basis dependent upon the total overall premium level due to ourselves. Fees charged are non-refundable.

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 do not charge on policies that in our sole opinion are ancillary to the main policies arranged by us. Sometimes we may need to charge a fee that is higher. If that is the case, we will inform you of the amount in advance and explain why there has been an increase in the fee. Our fees are non-refundable if you cancel your policy.

Any fee charged will not cover any work we do in relation to insurance policies which have not yet incepted or which we are not yet responsible for administering. Other companies may be involved in placing your policy(ies). If they charge a fee for those services, we will tell you what those fees are and they will be included in the price we charge you.

We are entitled to keep all our earnings (i.e. commission and fees) for the full policy period. This will apply even if:

- the contract is terminated for any reason; or
- you choose to appoint another intermediary in our place.

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

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

- Adding a new carer midterm to an Employer Premium policy will incur a £5.00 fee.

You can ask us at any time for information about our earnings.



## 8. Risk Transfer account

We act as agent of the insurer for the collection and refunds of premiums. Depending upon the terms of business with the insurer, this may also include the payment of claims to you. You will be protected to the extent that premiums we receive from you are treated as having been received by the insurer. It also means that any claims money or premium refunds from insurers are only considered to have been received by you when actually paid over to you. Funds held in this manner are held under 'risk transfer', and we keep these premiums and/or payments in a separate account from our own money.

We will retain any interest earned on money held in our bank accounts.

We will not be liable to you for any loss resulting from the failure of any bank to meet its obligations as a result of insolvency or similar default.

We may also hold separately permitted designated investments with a value at least equivalent to the money that would otherwise have been paid into a risk transfer account. If we do this, we will be responsible for any shortfall which is attributable to falls in the market value of a segregated investment.

Where risk transfer applies, we will take commission earned from Insurers immediately after we have received the premium from you or from a third-party finance provider on your behalf, provided this is consistent with the terms of business of the insurer to whom the premium is payable.

## 9. Security of insurer

We will endeavour to check the financial security of all Insurers by using industry rating agencies information where available however we cannot guarantee the future solvency of any Insurer we place business with.

## 10. Documentation

We will issue policy documentation to you in a timely manner and as soon as reasonably possible.

You must comply with the terms and conditions of your insurance policy. This applied especially to any terms described as 'warranties' and or 'conditions precedent to liability'. Failure to do so could result in your policy being cancelled and/or in a claim or claims not being paid.

Your insurance policy may create ongoing duties for you which you must continue to carry out. For example;

- Your policy may create a duty on you to tell us of any change in circumstance that the insurers may regard as important to the ongoing insurance arrangements. If you are unsure if something is important you should tell us.

When policy documents are issued to you, we strongly advise you to read them carefully. This is because the policy wording, the policy schedule and any certificate of insurance is the basis of the insurance contract you have purchased. If you are in doubt over any of the policy terms and conditions, please seek our advice promptly.

## 11. Terms of payment

You must pay the amount due in cleared funds on or before the payment date(s) specified. If you fail to make payments on time, that may lead to insurers cancelling your policy and/or not paying claims.

If you owe us any amount, We\* may deduct it from money which We may receive on your behalf from Insurers (including but not limited to claims monies or premium refunds).



Your premium may be reduced during the policy term - for example, following a reduction in cover or the cancellation of a policy. This may result in Insurers refunding premium, which We\* will handle in one of three ways:

- a. Where the premium refunded is less than £10, We\* will retain that refund in full.
- b. Within the 14-day cooling-off period - a full refund
- c. After the 14-day cooling-off period - a refund will be given depending on how much time remains before your policy expires less any cancellation fee payable as detailed in your policy wording on all products other than Employee Insure where no refund will be issued.

**This clause should be read together with Clauses 7 and 8 regarding Cancellation and Our Earnings.**

## 12. Taxation

Insurance premiums attract Insurance Premium Tax at the prevailing rate. Engineering inspections and some other services attract VAT at the prevailing rate. Some premiums/fees may not have a taxation element at all. If you are VAT registered, then the VAT element may be recoverable by you. Insurance Premium Tax is not recoverable.

## 13. Your instructions

We will use reasonable effort to act in accordance with your reasonable instructions. If We are not able, or if it is not possible to achieve what you want, then we will tell you. You may instruct us by email, by telephone or during face-to-face meetings. However, you can only rely on us having received your instructions if we have confirmed them in writing. We reserve the right to refuse instructions but, will tell you if this is the case.

We use email for most of our written communications. Such communications are not completely secure and may spread harmful viruses. Please tell us if you would prefer us not to use e-mails, and we will use another means of communication with you.

Our office hours are Monday to Friday, 9.00am to 5.00pm. The office is not open for business on statutory ('Bank') holidays. There may be a delay in responding to instructions if they are received outside of office hours.

We do not issue receipts or acknowledgements unless specifically requested by you in writing.

## 14. Claims

In the event of an incident which could give rise to a claim you must tell us as soon as possible. If you do not, an insurer may refuse to deal with your claim or reduce the amount that you receive from them. You must notify insurers of all incidents even if you think you are not liable or at fault.

Your policy(ies) may also be subject to claims notification conditions and/or warranties. If you fail to comply with these, it may mean a claim will not be paid. Therefore in the event of an incident that may give rise to a claim please also refer to your policy wording to check for such conditions or warranties.

Unless we\* agree otherwise, we\* will help you to submit your claim to the insurer and obtain settlement from insurers. We\* do not accept liability for any unpaid claims amounts if an insurer becomes insolvent or delays making settlement.

We\* may charge you a fee for our\* claims service when we\* act as your agent, If we\* intend to do this, we\* will discuss this with you before you incur any liability to pay us\*. In some claim situations, we\* may be acting as agent of the insurer, and we\* will tell you if this is the case.

All liability claims are handled by Irwell Insurance Company Limited.



## 15. Renewal of your policy

We aim, in a reasonable time before renewal, to provide you with renewal terms, or to tell you that renewal is not being invited. We will also include with your renewal terms:

- any statement of any changes to the terms of the policy
- a statement of any changes to any information required under relevant law
- a statement of price
- information about cancellation.

If before the renewal date, we do not receive your instructions prior to the renewal date, or you do not notify us that you do not wish to renew your policy(ies), We reserve the right to:

- renew your policy on your behalf (we are not obligated to do so, but if we do, you may be liable to make payment to us or to insurers)

## 16. Complaints

We take all complaints seriously. If you are not satisfied with the service you have received from your Insurer please follow the complaints procedure set out in your policy documents.

If the complaint is regarding our service, please contact Fish Insurance on: 0333 331 3990.

Alternatively, write to:  
Fish Insurance,  
Or email: [complaints@fishinsurance.co.uk](mailto:complaints@fishinsurance.co.uk)

We will promptly acknowledge your complaint in writing and we aim to investigate your complaint and respond to you within 8 weeks, or you are not satisfied with the outcome, you may be eligible to contact the Financial Ombudsman Services (FOS). We will give you details in our response of how you can ask FOS to review your complaint. Please ask us, if you would like a copy of our complaint procedures.

## 17. The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet their 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 amount 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.co.uk](http://www.fscs.co.uk).

## 18. Limitation and/or exclusion of 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.



## 19. Data protection

We are registered with The Information Commissioner's Office in the UK, and undertake to comply with the Data Protection Act and regulations in all our dealings with your personal data. Your personal information will be kept secure.

Our latest privacy policy is always available on our website at: [www.enableinsurance.co.uk/privacy-policy](http://www.enableinsurance.co.uk/privacy-policy)  
Enable Limited. Enable Limited is an Appointed Representative of Fish Administration Limited who will also be a Data Controller of your personal data. Their latest privacy policy is always available on their website at: [www.fishinsurance.co.uk/privacy-policy](http://www.fishinsurance.co.uk/privacy-policy)

These privacy notices explain how we use and look after your personal data, who we share it with, and what data protection rights you have. We can post you a copy of our privacy notice if required.

## 20. Dealings with others on your behalf

To help you manage your insurance policy, and if we have agreed this with you, 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 and providing that they can answer some security questions.

## 21. Law and jurisdiction

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.

## 22. Third party rights

These Terms of Business are intended to confer rights only on you and us. The provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded.

## 23. Money laundering/ proceeds of crime

If we suspect criminal offences such as money laundering or terrorist financing, we must report this to the National Crime Agency. These reports are confidential, and we will not tell you if they have been made. Claims payments will be made to you, the insured parties, or those entitled to receive them.

## 24. Criminal Finances Act 2017

We do not tolerate tax evasion, bribery, fraud, corruption, money laundering, terrorist financing and other financial crimes. If a company fails to prevent facilitation of tax evasion, this is an offence under the Criminal Finances Act 2017 (CFA).

Our processes include reasonable procedures to prevent the facilitation of tax evasion as well as other financial crimes.

The CFA puts responsibility on firms to comply with this legislation, and We expect all commercial customers to comply with the requirements of the CFA.





## **25. Sanctions and/or embargoes**

If sanctions and/or embargoes are imposed by Governments, and/or banks choose not to handle insurance transaction monies in respect of various countries or persons in such countries, this may restrict the provision of insurance cover, services that can be provided or the movement of monies under such cover.

It is everyone's responsibility to comply with sanctions legislation that may apply to you. We expect you to fully disclose any exposure they are aware of, or become aware of relating to either sanctioned persons, locations or goods where it may have an impact on our business.

In performing our duties, we may have to:

- i. advise you that our bank(s) have elected not to handle payments relating to your transaction which will prevent the provision of cover and related services;
- ii. suspend any payments until a relevant governmental body confirms that no sanctions/embargoes have been breached and/or a licence can be issued by the relevant authority; and
- iii. advise you that some insurers may seek to cancel cover if they believe there has been a sanctions/embargo breach.

We will make reasonable efforts to warn you should we become aware that an issue may impact upon the insurance we place on your behalf or restrict the payment of any premiums or claims.

## **26. Liability of our directors, officers or employees**

You 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 18.

## **27. Setting sums insured, policy estimates and indemnity values**

It is always your responsibility to tell us (or your insurers) the sums insured and/or indemnity values and/or policy estimates you want to have for your policy(ies). This is because Insurers will rely on this information when deciding the policy terms and premiums to apply to your policy. If you are underinsured or have mis-stated policy estimates Insurers may refuse to pay a claim in full or in part.

## **28. Other services**

We provide you with insurance information in a professional manner. However, our service to you under these Terms of Business do not take into account Health and Safety Consultancy, or employment law considerations.

We can provide you with access to specialist staff in Health and Safety Consultancy, or employment law advice, at your request. In this event, specialist staff will work for you in accordance with a separate and more specific Terms of Business Agreement.

Insurance Broking staff can take instructions from you on Insurance Broking Services only. You must instruct Health and Safety Consultancy or employment law specialists directly. Insurance advice may differ from or conflict with other advice which you may receive. In this event, you need to let Us\* know in order that We\* can help you deal with any such conflict or difference.

## **29. Committal to terms**

This agreement shall become effective between both parties when cover is affected and supersedes all previous agreements whether oral or written.



### **30. 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 broker. If policies are to be cancelled, you will be given notice in accordance with the terms of the insurance policy(ies). We will continue to fulfil any outstanding regulatory responsibilities to you following termination of these Terms of Business.

### **31. 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.

You are responsible for your compliance with applicable laws. If We\* suffer financial loss because of your failure to adhere to applicable laws We\* may pursue damages to the extent of the loss.

Our\* failure or delay in enforcing (in full or in part) any provision of this contract will not be construed as a waiver of any of Our\* rights under this contract.

### **32. Confidentiality**

We agree to keep all information provided by you to us confidential, save that you authorise us to:

- a. disclose such information to insurers and their agents for the purposes of obtaining insurance quotations for you, placing insurance on your behalf and all other matters relating to your insurances, including the making of claims;
- b. share such information with our own insurers and professional advisors on terms that preserve confidentiality or where we are required by law or by order of the court to disclose such confidential information.

However, we will not be bound to keep any information confidential where it is or becomes in the public domain, it was already known to us or becomes known to us independently of you, or if you give us permission to disclose such information.

### **33. 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.

### **34. 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.

### **35. 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.