Our Terms of Business with you

The Financial Conduct Authority (FCA), is the independent watchdog that regulates financial services. Contained in this document is information which the FCA requires us to tell you. Use this information to decide if our services are right for you.

Who are we

Swinton Business is a trading division of Atlanta Insurance Intermediaries Limited, which is a nationwide insurance broker. Our head office address is Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB. Atlanta Insurance Intermediaries Limited is part of the group of companies owned by Markerstudy Group Limited who have a direct holding in our business.

Whose policies do we offer and what is our relationship with them?

Subject to the paragraph below, when we offer an insurance policy to you, and for all subsequent transactions, we act as your agent except where we receive monies from you which is set out below. When we sell you a policy the insurer pays us a percentage commission from the total premium. We also receive a profit share where we sell Motor Legal Expenses. You have the right to ask for details at any time. Should you wish to receive details of this you may do so by either, contacting us or our Customer Assistance Team, tel 0161 233 3676, Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB. We will take the commission only after we have received your premium. This may occur before payment of the premium has been made to the insurer depending on the terms of business we have agreed with the insurer.

Where we receive monies from you or your insurer we hold these either on your behalf or on behalf of your insurer as their agent as determined by the Terms of Business Agreement with each insurer. It is our policy to seek to agree with insurers that such monies are received and held by us or a placing broker as agent of the relevant insurer.

Where this cannot be agreed we instead receive and hold the monies on your behalf in a non-statutory client trust account in accordance with FCA Client Money Rules and any interest so earned will be retained by us. As part of the process of finding an insurance policy that suits your requirements, we may pass your premium to a placing broker who will also be required to hold your money in trust. This includes intermediaries outside the United Kingdom who would therefore be subject to different legal and regulatory regimes. In the event of a failure of the intermediary, this money may be treated in a different manner from that which would apply if the money were held by an intermediary in the United Kingdom.

Should you wish to confirm whether any monies received from you or your insurer are being held in a non-statutory client trust account, you can do so by contacting our Customer Assistance Team, tel 0161 233 3676, Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB.

We deal with a limited number of insurers, however we are not contractually bound to do business in this way. A list of all the insurers we deal with is available on request.

For each of the following ancillary policies we deal with a single insurer
Motor Legal Expenses
Commercial Legal Expenses
Landlords Legal Expenses
Business Equipment Insurance
Landlords Home Emergency

Which service will we provide you with?

You will not receive advice or a recommendation from us. We will provide you with information about the policy and you will need to make your own choice about how to proceed.

Your right to cancel your policy

You have the right to cancel any policy you buy through us. Information on how to cancel is set out in your policy document. You can cancel at any time by contacting us.

What you will be charged if your insurance is cancelled

If your policy is cancelled before the commencement date of your policy, a full refund of any monies paid will be provided.

After the commencement date in some circumstances a refund may not be possible e.g if you have made a claim. Your policy wording will set out your insurer's terms in this respect and any cancellation charges made. We will also make a cancellation charge of £30. Our new policy inception or policy renewal service charge will not be refunded.

Whenever your policy is cancelled, if we have given a discount off your premium at inception, this will be deducted on a pro rata basis from any refund due to you on cancellation or will be recovered from you if there is an outstanding balance owing. Where a cancellation or other transaction results in a premium refund being due to you, that refund will be reduced by any service charge and any other sums you owe in respect of the policy.

Cancellation of Ancillary products

If you cancel your insurance policy, any associated ancillary policy you purchased will also be cancelled. If this occurs within the first 14 days of receiving your policy documents a full refund will be provided. However, if this occurs after this period then no refund will be given.

Important our right to cancel your policy

In the event that you fail to make any payment that is due to us, we may in such circumstances treat this failure as your authority for us to instruct your insurer to cancel your policy. If any credit, debit card or cheque payments used to pay for your insurance are reclaimed by the bank the full balance of the premium and associated charges will fall due immediately. If this payment is not made you authorise us to instruct the insurers to cancel your policy.

What will you pay us for our services?
The tables below show the charges applicable at the time of issuing.

Type of transaction	Product	Service charge	
New policy inception and renewal	Cyber NOW Excess Public Liability Hotel Package PI Combined Public Liability Special Types (Inc. Agricultural Vehicle) Tradesman & Professionals Package Working From Home Package	£35.00	
	Minibus Public/Private Hire Truck Property Owners	£40.00	
	Motor Trade Road Risks Package	£74.00	
	Offices & Surgeries Package Shops & Salons Package	£75.00	
	Fleet Rated Commercial Motor	5% of Premium Min £30.00 - Max £500.00	
New policy inception and renewal via our website	Tradesman & Professionals Package	New Business Renewal	£5* £17.50*
	Property Owners	New Business Renewal	£22.50* £22.50*
Any other changes to existing policies	£25.00* Where a transaction results in a premium refund being due to you, that refund will be reduced by any service charge and any other sums you owe in respect of the policy		
Cancellation	£30.00 Not charged if the policy is cancelled prior to the commencement date of your policy No additional charge will be made on the cancellation of ancillary policies		
Motor Trade Road Risks – Motor Insurance Database updates	£20.00		

*In addition to the new policy, mid-term amendment and renewal arrangement fees, where your insurer pays us or we set the commission level at less than 25% commission an additional fee may be levied. The monetary amount of any such fee will be fully disclosed to you prior to purchasing/amending/renewing the policy. In the event that your policy is cancelled and there is a refund of premium or there is a refund following a mid-policy change, a pro-rata refund of this fee will be made.

Where a transaction would result in a refund to you or a payment you owe to us of less than £1, due to processing, this amount will be retained by us as an additional service charge or written off.

Payment of premium using Third Party instalment facilities
This paragraph applies if (a) you have entered into a credit agreement with a third party lender (the 'Lender') under which the Lender has provided you with credit to finance the payment of premiums, fees or other sums payable by you under an insurance policy which we have arranged for you; and (b) we have entered into arrangements with the Lender under which the Lender has the right to recover from us any money which you fail to pay to the Lender under the credit agreement. Where this paragraph applies, you agree:

1) to pay promptly the instalments and other money which you are liable to pay to the Lender under the credit agreement;
2) to pay promptly all the premiums and other money which you are liable to pay to the insurer under the insurance policy (including any money payable under the policy which is not covered by the drawings you make under the credit agreement and any money which becomes payable under the policy following the cancellation or termination of the credit agreement); and
3) to indemnify us in full against any money which, under the arrangements between us and the Lender, we have paid, or are liable to pay, to the lender following a failure by you to pay any money you owe to the Lender under the credit agreement.

We currently use Close Brothers Premium Finance to provide credit facilities to our customers and they are the Lender. We receive a percentage of the interest you pay from Close Brothers Premium Finance. Details are available on request. In the event that your credit agreement with Close is terminated and there is an outstanding balance, you will need to pay this balance to us.

Who regulates us?
Swinton Business is a trading division of Atlanta Insurance Intermediaries Limited which is authorised and regulated by the FCA. Our Firm Reference Number is 309599. Our permitted business is arranging and helping in the administration of general insurance. You can check this on www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

Are we covered by the Financial Services Compensation Scheme?
We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event we cannot meet our obligations to you. This depends on the type of insurance and the circumstances of the claim. Further information about the compensation arrangements is available from the FSCS (www.fscs.org.uk)

How you can deal with us
You can deal with us through our call centre over the phone or write to us at the address shown on correspondence received from us. The language
we communicate with you in is English.

What to do if you have a complaint

Step 1	Please contact our Customer Assistance team on 0161 233 3676. Writing to us at Customer Assistance, Swinton Insurance Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB. Online – please see our website www.swinton.co.uk and use our feedback facility located under 'Contact Us'
Step 2	We are members of a recognised, independent dispute resolution service. If we have given you our final response and you are still dissatisfied you can refer your case to the Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR. Telephone 0800 023 4567 Email:complaint.info@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk

Following the above complaints procedure will not affect your legal rights. Please provide your policy details and the address where you bought the policy on all correspondence. If you have a complaint against your insurer, please refer to the policy booklet for details of your insurer's complaint procedure.

What you must tell us
You are required to make a fair presentation of the risks you want to insure. This might include all relevant information which you know may affect the cover provided, as well as obtaining all relevant information from key people within your business who have knowledge of the risks you wish to insure. Key people should include:

1) Those in senior management in your business. Determining who is in senior management will depend upon the size and structure of your business, but it should include those who decide how the business is organised and run;
2) Those within the business who carry out the day to day activities; and
3) Those people who will be covered by any policy you are looking to buy.

You should also make enquiries with any existing agent or representative who could hold information that would be relevant to the risks you wish to insure. An example of this would be whoever arranges any current insurance for you. We would recommend that you keep an accurate record of all information disclosed and how it has been obtained. Failure to make a fair presentation of the risks you want to insure could have a number of consequences including invalidation of your policy, your claim not being paid, changes to the terms of your policy or reduction in your cover .

Changes to your circumstances
So that we can keep your insurer's updated, it is your responsibility to inform us of any changes to your circumstances at any time during the policy period.

Applicable law
English law will apply to these terms of business and the English courts shall have jurisdiction in any dispute unless you and we agree to apply the governing law and jurisdiction of the state in which you are resident within the UK. We supply the policy documents only in English and will always communicate with you in English.

Ways to pay
You can pay monthly by Direct Debit or pay for your policy in full by credit or debit card or cheque.

We do not accept payments by credit/debit cards which have been issued from outside the UK.

Where you are due a refund from us we will endeavour to pay this back to you via the same method by which you paid.

If we refund you via cheque and this cheque remains uncashed you will have six years to claim this money under your statutory rights.

Payment of changes to your premium resulting from changes to your policy
We will retain your bank account details to pay or refund other premiums that may become due following changes to the policy and for the purpose of automatic renewal. We will retain your debit/credit card details to allow us to process any refunds due. Where we have your permission we will also retain your card details for any future premiums or fees due in relation to your insurance policy, which includes automatically renewing your policy, taking full premium payment before your renewal date. If you do not want us to use your credit/debit card for these purposes, please contact our customer services team.

At Renewal
At least 17 days before your renewal we will attempt to contact you about your renewal requirements and provide you with your renewal quote, we will confirm if we intend to automatically renew your policy or if you need to call us to renew.

In circumstances where the insurer is unable to offer cover, or instances such as the Direct Debit instruction no longer being active or your credit/debit card having expired or a payment not authorising we may be unable to automatically renew your policy.

If we have stated that we intend to automatically renew your policy and you do not wish us to take this action, please tell us. If we do not hear from you to the contrary, we will treat it that you agree to this.

If you are paying for your policy by Direct Debit via a credit agreement with Close Brothers Premium Finance and you are happy with your quote to renew, there will be nothing further for you to arrange. Your Direct Debit payments will continue automatically, you will be informed if your payment collection date is going to change as a result.

About your information
Our full Privacy Policy can be found online at http://www.swinton.co.uk/privacy-policy/. If you'd like a copy of this, but do not have access to the internet, please contact us.

We process your details for contractual purposes in order to provide you with insurance quotes, set up and maintenance of your insurance policies including conducting fraud and credit checks as necessary. It is important the information we hold about you is accurate, If you need us to update or correct your details then we will be happy to help and you can contact us on 0161 669 7600.

In order to prevent or detect fraud we will check your details with various fraud prevention agencies and anti-fraud registers, who may record a search. Searches may also be made against other insurers' databases. These checks include processing conducted automatically by computers and may affect pricing or our ability to quote for insurance.

Swinton Business may contact you by post and telephone for our legitimate marketing purposes in order to let you know about products and services which may be of interest to you. With your consent we may from time to time also contact you by SMS or email with details of other products and services.

If you would like to opt-out of receiving marketing correspondence of any kind, you can let us know at any time by clicking on unsubscribe links or following SMS unsubscribe instructions, writing to us, by calling us on 0161 669 7600 or online at https://www.swinton.co.uk/contact-us.

Swinton Business do not sell your personal data to any third parties for the purposes of marketing their own products or services. Where our partners offer products or services that may be of interest to you we will always obtain your specific consent before providing any details to them.

You may request details of the information we hold about you by writing to Customer Assistance, Swinton Business, Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB. Any detail you can provide about specific information, will help us identify what you are looking for. If you wish to exercise this right with any of our insurers you will need to write to them directly. Please contact us on the above telephone number for more details.

If we have failed to resolve a problem or you are not happy with the manner in which we have processed your information, then you have a right to lodge a complaint with the Information Commissioner at Wycliffe House, Water Lane, Wilmslow SK9 5AF.

Introducer Arrangements
A third party may have introduced you to us and for this the introducer may be paid a fee by us. Similarly, we may, with your consent, introduce you to other third parties, for which the third party may pay a fee to us.

Swinton Business is a trading division of Atlanta Insurance Intermediaries Limited, registered in England and Wales, registered number 756681 whose registered office is at: Embankment West Tower,101 Cathedral Approach, Salford, M3 7FB. Calls are recorded for training and quality purposes. Authorised and regulated by the Financial Conduct Authority.
http://www.swinton.co.uk/business