# 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 we are**
Swinton is a trading name of Atlanta Insurance Intermediaries Limited, which is a nationwide insurance broker. Our head office address is .

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?**
We act on your behalf except where we collect or refund premiums which we will do on behalf of the insurer.

When we sell you a policy we or the insurer determine a percentage commission included in the total premium and payable to us from the insurer. Details are available on request.

For Motorbike policies we deal with a limited number of insurers who are listed below. For Riders Legal Protection, Helmets & Leathers Cover, Personal Accident and Breakdown Cover, we deal with a single insurer.

| Insurer | What we receive from your insurer |
|---|---|
| Aviva Insurance Limited | We receive commission, which is a percentage of the annual premium. |
| Auxillis Limited | |
| AXA Insurance UK plc | |
| Highway Insurance Company Limited | |
| KGM Underwriting Services Limited | |
| Motorplus Limited trading as Coplus | |
| Tradex Insurance Company PLC provided by Markerstudy Insurance Services Limited | |
| UK General Insurance Limited | |
| Watford Insurance Company Europe Limited | |
| West Bay Insurance plc | |
| Ageas Insurance Limited | We receive commission, which is a percentage of the annual premium. If the total policies reach a specific annual profit target we also receive a share of this. |
| RAC Insurance Limited | |

**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 and your 'cooling off' period.**
You have a right to cancel your policy at any time by contacting us verbally or in writing. You are entitled to a 'cooling off' period, which ends 14 days after you receive your policy documents.

**What you will be charged if your insurance is cancelled:**
1) Prior to the start date of your policy we will retain the policy set up fee.
2) Within the 'cooling off' period, you will be charged by the insurer for any cover you have received up until the point of cancellation and we will retain the policy set up fee.
3) After the 'cooling off' period, you will be charged by the insurer for any cover you have received up until the point of cancellation and we will retain the policy set up fee. We will also charge a cancellation fee.

In some circumstances a refund may not be possible and you will be required to pay the balance of any premium owed e.g. if you have made a claim. Your policy wording will set out your insurer's terms and any applicable cancellation charges made by your insurer.

Whenever your policy is cancelled, if we have given you a discount off your premium at inception this will be deducted on a pro rata basis from any refund due to you on cancellation. All applicable fees are detailed in the fees and charges table below.

**Cancellation of Riders Legal Protection**
If your Motorbike insurance policy is cancelled, any associated Riders Legal Protection Cover you purchased will also be cancelled.
If this occurs within the 'cooling off' period a full refund of the cost of the Riders Legal Protection Cover policy will be provided. However, if this occurs after the 'cooling off' period no refund will be given.

**Cancellation of Return Your Excess Insurance, Breakdown Cover, Helmets & Leathers Cover or Motorcycle Personal Accident Cover**
If your Motorbike insurance policy is cancelled, any associated 'Return Your Excess Insurance', Breakdown, Helmets & Leathers Cover or Motorcycle Personal Accident cover you purchased will also be cancelled.
If this occurs within the 'cooling off' period a full refund of the cost of this policy will be provided. If this occurs after the 'cooling off' period you'll be refunded less a proportionate deduction for the period of time on cover.

**What will you pay us for our services?**
The table below shows the fees and charges applicable at the time of issuing.

**These fees and charges are non-refundable and are payable at the time of the transaction to which it relates:**

| Type of transaction | Service charge | Notes |
|---|---|---|
| Arranging your new policy | £35.00 | Where an insurer does not pay us a commission, an additional service charge may be levied. The monetary amount of any such fee will be fully disclosed to you prior to you purchasing/renewing the policy. |
| Arranging your policy renewal | £35.00 | |
| Any changes to existing policies | Agent Assisted £30.00<br><br>My Account £15.00 | 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 owing in respect of the policy |
| Cancellations within the 'cooling off' period | £0.00 | Not charged on the cancellation of the following policies: Riders Legal Protection, Helmets & Leathers Cover, Return Your Excess Insurance Cover, Motorcycle Personal Accident Cover and Breakdown Cover |
| Cancellations after the 'cooling off' period | £50.00 | Not charged on the cancellation of the following policies: Riders Legal Protection, Helmets & Leathers Cover, Return Your Excess Insurance Cover, Motorcycle Personal Accident Cover and Breakdown Cover |
| Direct Debit defaults | £25 | We offer credit through PremFina Ltd. Full details of their charges will be provided in any credit agreement and pre contract information by the credit provider. |
| As part of our new business process, we will check your information. If we have to make any amendments to correct your information, you'll have to pay a £14.95 administration fee. | £14.95 | |

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

**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 PremFina Ltd. Full details of their charges will be provided in any credit agreement and pre contract information by the credit provider.

**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 depending on the permission you gave may also include 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.

**Who regulates us?**
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 www.fscs.org.uk.

**How you can deal with us**
You can deal with us via our call centre.

The language we communicate with you in is English. We have a leaflet that sets out our services to customers with disabilities, which is available on request.

**What to do if you have a complaint**

| | |
|---|---|
| Step 1 | Please contact the Customer Service Manager where you bought the policy<br>Alternatively, please contact our Customer Assistance Team:<br>In writing to Swinton Insurance,<br>By telephone - call 0161 233 3676<br>Online - please see our website www.swinton.co.uk and use our customer 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, London E14 9SR. Telephone 0800 0234 567<br>Email: complaint.info@financial–ombudsman.org.uk<br>Website: www.financial–ombudsman.org.uk<br>You may also contact an agreed Alternative Dispute Resolution Provider (ADRP). If we agree to appoint an ADRP, you can make your complaint within 12 months of receiving our final decision. A list of ADRPs can be found using this link - http://www.tradingstandards.uk/advice /AlternativeDisputeResolution.cfm. Alternatively you can make your complaint via the Online Dispute Resolution (ODR) platform at: http://ec.europa.eu/odr. |

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 information for details of your insurer's complaint procedure.

**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 at any time up to 7 days before your renewal date. 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 PremFina Ltd 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.

**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 for your policy in full by credit or debit card or you can pay monthly by Direct Debit via a credit agreement with PremFina Ltd. If you chose to pay by instalments. Swinton Insurance acts as a credit broker and we only offer finance through a third-party lender PremFina Ltd. Your personal information and bank details will be passed to them.

If you decide to pay by Direct Debit you will need to sign a Consumer Credit Agreement with PremFina Ltd which will sets out the terms and conditions you will be agreeing to; you will need to read this carefully as it is a legally binding document. You will also receive two separate documents (called the Pre-contract credit information and Adequate Explanations) which summarise the key terms of the credit agreement.

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.

**Important: Our right to cancel your insurance**
If you choose to pay by Direct Debit PremFina Ltd will provide you with a Consumer Credit Agreement to sign. You are reminded that it is a term of the agreement that you authorise us to instruct the insurers to cancel your insurance if any Direct Debit or instalment payment, or any other amount due under those agreements, is in arrears and not paid on time. Should any payments be reclaimed by your bank under the Direct Debit Guarantee, the full balance of 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.

If any credit or debit card payments used to pay for your policy are reclaimed by the card holders 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.

If you have been requested to do so, please provide us with your No Claims Bonus within 28 days from the start of your policy. You'll get this from your previous insurer. You can email a copy to us at documents@swinton.co.uk.

**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 give us a call.

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 please give us a call on .

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 Insurance 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 or online at http://www.swinton.co.uk/contact-us/customer-feedback/.

Swinton Insurance 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 Insurance, 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.

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