

## 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 Insurance is a trading division of Swinton Group Limited, which is a nationwide insurance broker. Our head office address is Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB.

Swinton Group Limited is part of the Ardonagh Group who have a direct holding in our business. For more information about the group, please visit <http://www.ardonagh.com>.

### Whose policies do we offer?

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 the insurer pays us a percentage commission from the total premium and details are available on request.

A list of all the insurers we deal with is shown below:

ABC Insurance
Administered by Pukka Insure for and on behalf of QIC Europe Limited
Ageas Insurance Limited
Arc Legal Assistance Ltd
Aviva Insurance Limited
AXA Assistance Ltd
AXA Insurance UK Plc
Broker Direct Plc
CIS General Insurance Limited
Covea Insurance Plc
Highway Insurance Company Limited
Premier Underwriting Ltd, for and on behalf Premier Insurance Company Limited
Sabre Insurance Company Limited
Zenith Insurance Plc

### 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 the following rights to cancel any policy you buy through us:

- You have a cancellation right which is set out in the policy document.
- You are **also** entitled to a **'cooling off'** period, which ends 14 days after you receive your policy documents.

You can cancel at any time by contacting us.

### What you will be charged if you cancel your insurance

1) Prior to the commencement date of your policy.

If you cancel your policy prior to this date a full refund of any monies paid will be provided.

2) Within the 'cooling off' period

If you cancel your policy, before the end of the 'cooling off' period, you will be charged by the insurer for the service they have provided up to the point of cancellation. We will also make a cancellation charge.

3) After the 'cooling off' period

In some circumstances a refund may not be possible after your cooling off period e.g. if you have made a claim. Your policy wording will set out your insurer's terms in this respect and any applicable cancellation charges made by your insurer. We will also make a cancellation charge as per the table below. Our service charge for arranging your new policy or renewing your policy will not be refunded.

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. 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.

### What will you pay us for our services?

The table below shows the charges applicable at the time of issuing.

Type of transaction	Service charge	Notes
Arrangement of your new policy, quoted and completed over the telephone	£15.00	
Arrangement of your new policy via our website, including policies quoted on our website and completed over the telephone	£0.00	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.
Policy renewal	£25.00	
Any changes to existing policies	£25.00 If you make a change online via your account, no service charge will apply	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	£25.00	Not charged if the policy is cancelled prior to the commencement date of your policy.
Cancellations after the 'cooling off' period	£50.00	This charge applies for the duration of the first year.
Cancellations after the 'cooling off' period	£25.00	After the first 12 months our cancellation charge is reduced to £25.
Direct Debit defaults	Variable – see notes	We offer credit through Close Brothers Premium Finance. Full details of their charges will be provided in any credit agreement and pre contract information by the credit provider.
Failure to return signed Consumer Credit Agreement (within 28 days of the date of your first drawdown)	£24.00	We will apply this fee to your account and collect it by increasing your monthly payments by an equal proportion of the fee
Referral to a Debt Collection Agency	£25.00	Payable if you fall into arrears and we need to instruct a Debt Collection Agency to seek to recover the amount you owe.

Where a transaction would result in a refund to you or a payment you owe to us of less than £1, due to the cost of 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. 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 Group 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](http://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](http://www.fscs.org.uk).

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

Step 1	Please contact the Customer Service Manager where you bought the policy Alternatively, please contact our Customer Assistance Team: In writing to Swinton Insurance, Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB By telephone - call 0161 233 3676 Online - please see our website <a href="http://www.swinton.co.uk">www.swinton.co.uk</a> 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 Email: <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a> Website: <a href="http://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a> 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 - <a href="http://www.tradingstandards.uk/advice/AlternativeDisputeResolution.cfm">http://www.tradingstandards.uk/advice/AlternativeDisputeResolution.cfm</a> Alternatively you can make your complaint via the Online Dispute Resolution (ODR) platform at: <a href="http://ec.europa.eu/odr">http://ec.europa.eu/odr</a> .

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. Also, if you are paying by Direct Debit via a credit agreement with Close Brothers Premium Finance - Swinton may (but accepts no responsibility to) arrange to renew your policy automatically if, prior to your renewal date, you have not confirmed whether you wish to proceed with your renewal. We would do this for your protection. In circumstances where the insurer is unable to offer cover, or instances such as the Direct Debit instruction no longer being active we may be unable to automatically renew your policy.

**If 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 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.

#### **Applicable law**

The laws of England and Wales shall apply to these terms of business and the courts of England and Wales may deal with disputes in connection with these terms of business. If you live in Scotland, Scottish law will apply and Scottish courts may deal with disputes in connection with these terms of business.

#### **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 Close Brothers Premium Finance. If you chose to pay by instalments. Swinton Insurance acts as a credit broker and we offer finance through a third-party lender Close Brothers Limited trading as Close Brothers Premium Finance. 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 Close Brothers Premium Finance, 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 SECCI 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, Close Brothers Premium Finance 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. The quickest and easiest option is to upload a copy into your online account Alternatively you can email a copy to us at [documents@swinton.co.uk](mailto: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 0333 035 9012.

Aviva are a member of our car insurance panel. In order for us to obtain a car insurance quote from Aviva, they will need to perform a fuller credit reference check with the UK's credit reference agencies (CRAs), which is called a quotation search. This check is conducted at quotation, renewal and in certain circumstances where policy amendments are requested. This type of search will leave a footprint on your credit file which is visible to other lenders and companies (for example, other CRA customers). Aviva do offer their own Credit product. If you choose to pay monthly via the Aviva credit agreement, the status of your quotation search will be updated to reflect your credit application and this will be visible to other lenders and companies.

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 0333 035 9012 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, Swinton House, 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.