

## **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 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 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 and you have a 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.

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 trust account in accordance with FCA Client Money Rules and any interest so earned will be retained by us. Should you wish to confirm whether any monies received from you or your insurer are being held in a non-statutory 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 Legal Protection, Business Equipment Insurance and Landlords Home Emergency, we deal with a single insurer.

### **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 you cancel your insurance**

If you cancel your policy 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 Legal Protection**

If you cancel your insurance policy, any associated Legal Protection 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	Service charge
New policy inception and renewal	A service charge will be made based on the type of policy purchased. We will always inform you in advance of the actual charge payable before you decide to go ahead with the policy.  No charge will be made in respect of the inception or renewal of a Legal Protection & Business Equipment Insurance
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 charge will be made on the cancellation of a Legal Protection & Business Equipment Insurance
Direct Debit defaults	We offer credit through a number of schemes and providers. Full details of charges will be provided in any credit agreement and pre contract information by the credit provider.
Motor Trade Road Risks – Motor Insurance Database updates	£20.00
Reference to a Debt Collection Agency	£25.00 Payable if you fall into arrears and we need to instruct a Debt Collection Agency to seek and 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 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.

## 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 the FSCS ([www.fscs.org.uk](http://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. 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 us on 0161 669 7600. 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 or fax 0161 236 7102. Online – please see our website <a href="http://www.swinton.co.uk">www.swinton.co.uk</a> and use our feedback facility located under 'Contact Swinton'.
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: <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 ADRP's 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 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.

### 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, Swinton may (but accepts no responsibility 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 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, and you are happy with your quote to renew with your current insurer, 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 monthly by Direct Debit or pay for your policy in full by credit or debit card or cheque.

If you decide to pay by Direct Debit you will need to sign a Consumer Credit Agreement, 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.

## **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 your local Swinton branch.

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 your local Swinton branch will be happy to help or you can contact us on 0800 116 4181.

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 0800 116 4181 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.

Swinton Business is a trading division of Swinton Group 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.  
[www.swinton.co.uk/business](http://www.swinton.co.uk/business)

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