



## Terms of Business

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

### Who are we?

Safeguard is a specialist in motorhome and caravan insurance and a division of Swinton Group Limited. Our head office address is Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB.

### We are part of a group

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?

The table below shows which types of policy we offer from a limited number of insurers or from a single insurer.

Insurer	Legal	Breakdown
Ageas Insurance Ltd	Arc Legal	Automobile Association Developments LTD and Acromas Insurance Company Limited.
AXA Insurance UK Plc		Automobile Association Developments LTD and Acromas Insurance Company Limited.
Highway Insurance Company Limited		
Zenith Insurance PLC		

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.

### Which service will we provide you with?

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

### Your right to cancel your insurance and your “cooling off” period.

You have the following rights to cancel any insurance 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.

### What you will be charged if your insurance is cancelled

- Prior to commencement date of your policy.**  
If your policy is cancelled prior to this date a full refund of any monies paid will be provided.
- Within the ‘cooling off’ period.**  
If your policy is cancelled, 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 of £25.
- 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 of £25. Our new policy inception or policy renewal service charge made for arranging 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.

### Cancellation of Legal Protection and Breakdown Cover

If your insurance is cancelled, any associated Legal Protection policy or Breakdown Cover you purchased will also be cancelled. If this occurs within the ‘cooling off’ period a full refund of the cost of the Legal Protection policy and Breakdown Cover will be provided. However, if this occurs after the ‘cooling off’ period no refund will be given.

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

The service charges we make may change from time to time. The tables below show the charges applicable at the time of printing. The outlet where you bought your policy will have available up-to-date details of the scale of charges at all times.

It is not economic or practical to issue refund cheques of very small amounts. Accordingly, where a transaction would result in a refund to you from us of less than £1.00, this nominal amount will be retained by us as an additional service charge.

Type of transaction	Service charge	Notes
Arrangement of your new policy, quoted and completed over the telephone	£20.00	
Arrangement of your new policy via our website, including policies quoted on our website and completed over the telephone	£0.00	

Policy renewal	£25.00	
• Any changes to existing policies (for taxation purposes or otherwise)	£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 owing in respect of the policy
Cancellations:		
• Policy cancellation within the 'cooling off' period	£25.00	Not charged if the policy is cancelled prior to the commencement date of your policy.
• Policy cancellation after the 'cooling off' period	£25.00	
Direct Debit defaults	£30.00	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.
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.

#### 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.

#### 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 payments that may be due 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?

Safeguard is a division of Swinton Group Limited which is authorised and regulated by the Financial Conduct Authority (FCA). Our Firm Reference Number is 309599. Our permitted business is arranging and helping in the administration of general insurance contracts. You can check this on the FCA's Register by visiting the FCA's website [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)).

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

<b>Step 1</b>	Please contact the Manager at Safeguard, either by <ul style="list-style-type: none"> <li>• writing to Woodside House, 261 Low Lane, Horsforth LS18 5NY or</li> <li>• telephone on 0333 035 9017</li> </ul> We expect the majority of complaints will be quickly and satisfactorily resolved at this stage
<b>Step 2</b>	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 9GE. Telephone 0300 1239 123 /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>

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.

#### Treating you fairly

We aim to treat you fairly. We consider carefully the products we offer and we select or design them with our customers in mind. We work hard to make sure you're not misled and that the information we provide is clear and understandable. Our complaints process is fair and accessible and we aim to put things right if we've made a mistake. We want you to be confident and comfortable in your dealings with us.

## Further important information

#### What you must tell us

When you take out, renew or alter any policy, the information you supply to us is the basis on which your cover and premium are agreed. If that information is incorrect, misrepresented or anything changes, please let us know immediately as it could invalidate your policy or result in a claim not being paid.

Any changes in information supplied will be accepted from you either verbally or in writing. Remember, you should always tell us about any change immediately – please don't wait until your renewal.

#### **How you can deal with us**

You can deal with us over the phone or by post.

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

#### **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, 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.

#### **If you have a claim**

We will make available to you the Accident and Claims Service 24hrs a day, 365 days a year, for insurance claims. Through this service we will always be available to give you expert help and assistance when you have a claim. The number to call in the event of a claim – if you're involved in an accident or other damage to your vehicle or the theft of your vehicle - can be found with your policy information. If you no longer have your information please call 0333 035 9003.

If you make a claim under a policy, and then cancel the policy, you must immediately pay the full premium for that policy or any balance of it that is outstanding at that time. We may choose not to enforce this.

On receipt by us of any cheque or payment from an insurer in respect of cancellation of or adjustment to your policy, you authorise us to retain this and/or to apply it against payment by you of any money you owe to us.

#### **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 Close Brothers Premium Finance. If you chose to pay by instalments. Swinton Insurance acts as a credit broker and we only 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 or Instalment Agreement to sign. You are reminded that it is a term of both agreements 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, we will instruct your insurers to cancel your insurance.

If any credit or debit card payments used to pay for your insurance 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 we will, as your agent, instruct the insurers to cancel your insurance.

## **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 you can contact us on 0333 035 9017.

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 9017 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, 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 Safeguard. Similarly, we may, with your consent, introduce you to other third parties, for which the third party may pay a fee to us.