



## 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  |
|-----------------------------------|--------------------------|--|
| AXA Insurance UK Plc              | Arc Legal Assistance Ltd | Automobile Association Developments LTD and Acromas Insurance Company Limited. |
| Highway Insurance Company Limited |                          |  |

These covers are only available as a package and may not be split or purchased individually.

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

The way in which renewal first payments from Direct Debit customers are held is set out below.

When we sell you a policy the insurer pays us a percentage commission from the total premium. Should you wish to receive details of this you may do so by contacting our Customer Assistance Team, tel 0161 233 3676, at the following address : Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB.

### 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.

If your insurance is a travel insurance policy lasting less than one month, you do not have a 'cooling off' period. Any other cancellation rights will be shown in the policy document.

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

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

If you cancel your insurance, any associated Legal Protection policy 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 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   |
|----------------------|----------------|---|
| New policy inception | £20.00         | No charge will be made in respect of the inception or renewal of a travel policy. |

|   |        |   |
|---|--------|---|
| Policy renewal  | £25.00 | No charge will be made in respect of the inception or renewal of a travel policy.   |
| • 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   | £19.00 | Payable if we are unable to collect a payment you are due to make by Direct Debit.  |
| Failure to return signed 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.  |

#### 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 0800 072 8730</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.<br>Telephone 0300 1239 123 /0800 0234 567 or fax 020 7964 1001.<br>Email: <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a><br>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. Also, if you are paying by Direct Debit, Safeguard 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, 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 free of charge 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 0800 169 4559

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 applies to your relationship with us. Similarly, unless you and your insurer agree otherwise, English law applies to your relationship with your insurer and your insurance contract.

#### **Ways to Pay**

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

If you decide to pay by Direct Debit you will need to sign a Consumer Credit Agreement, which will set 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 or any other payment offer, you will be provided 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 holder's 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 0800 072 8730.

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 072 8730 or online at <http://www.swinton.co.uk/contact-us/customerfeedback/>.

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.

