

TERMS & CONDITIONS

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

Who are we?

Swinton Bikes is an insurance broker operated by Swinton Group Limited. Our head office address is Swinton House, 6 Great Marlborough Street, Manchester M1 5SW. Swinton Group Limited is owned by MMA Holdings (UK) plc.

What are our trading hours?

Monday – Friday	9:00am	-	8:00pm
Saturday	9:00am	-	5:30pm
Sunday	10:00am	-	4:00pm

Whose policies do we offer?

In relation to motorcycle, we deal with a range of insurers. In other circumstances we offer policies from a single insurer; however, we are not contractually bound to do business in this way. Where we deal with a range of insurers, we select a policy to meet your particular needs.

The table below shows which types of policy we offer from a range of insurers or from a single insurer. If a type of policy is not listed in the table, we offer that type of policy from a single insurer. A list of all the insurers we deal with is available on request. In addition we offer policies from Equity Red Star Services Limited and KGM Underwriting Agencies Limited. In both cases we act as the representative of these companies.

Range of Insurers	Single Insurer
Motorcycle	Legal Protection Personal Accident Breakdown Helmet and Leathers

We will receive payment of your premium from you as agent for the relevant insurer. Any claims money or refund of premium we receive from the insurer in respect of your insurance is also received by us as agent of the insurer. As agent of the insurer, we receive a commission in respect of each policy we arrange. Should you wish to receive details of this you may do so by either contacting us or our Customer Assistance Team. Call 0845 168 3676 or write to Swinton House, 6 Great Marlborough Street M1 5SW.

Which service will we provide you with?

Swinton Bikes is an insurance broker. We will advise and make a recommendation for you after we have assessed your needs. If you arrange your insurance through us via our website we are unable to assess some of your needs due to the nature of the medium. As a result the quotation will be provided on a non advised basis. Sometimes we may use a third party to introduce you to us and for this the introducer is paid a fee by Swinton.

Your right to cancel your insurance

You have a right to cancel any insurance you buy through us and you will be able to recover any payment made (except as stated below). You can cancel a policy by giving notice to us (our address is shown on the covering letter) within 14 days of your receipt of the policy document.

If you do exercise this right to cancel your insurance, you will be charged by the insurer for the service provided up to the point of cancellation. We will also make a cancellation charge of £35 except as shown in the 'service charges' table below. You will not be entitled to a refund of the service charge made by us for arranging your insurance unless the combined total of that charge and the cancellation charge exceeds £50.00, in which case we will refund the difference.

Furthermore, if you exercise this right to cancel your motorcycle insurance, any Legal Protection you hold will also be cancelled. You will recover any payment made in respect of this product provided the cancellation right is exercised within the 14 day period mentioned above.

If you do not exercise this right to cancel, any remaining cancellation rights will be as set out in the policy document.

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 of your policy at any time.

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 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, this nominal amount will be retained by us as an additional service charge.

Type of transaction	Service charge	Notes
Quotation (all policy types)	No Charge	
New Policy Inception (excluding Delegated Authority policies and policies intercepted via our website, see below)	£15.00	No charge will be made in respect of the inception of a Legal Protection policy, Helmet and Leathers policy or Breakdown policy
Renewal (excluding Delegated Authority policies and policies intercepted via our website, see below)	£20.00	No charge will be made in respect of the renewal of a Legal Protection policy, Helmet and Leathers policy or Breakdown policy
New policy inception and renewal for Delegated Authority policies	£25.00	
New policy incepted via our website (if quoted on our website and then incepted via phone or the Swinton Bikes Unit the service charge will be £15.00)	£10.00	
Changes to existing policies <ul style="list-style-type: none"> • Change of address • Foreign use extensions on motorcycle policies 	No charge	
Any other 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 you owe in respect of the policy
Cancellations	£45.00	No charge will be made on the cancellation of a Breakdown

		policy, Legal Protection policy or Helmet and Leathers policy.
Duplicate documents and covernotes	£20.00	
Direct Debit defaults	£12.00	
Returned cheques	£20.00	

For payment by instalments, a minimum deposit of 40% is required. Applies to annual policies only, minimum premiums apply.

Who regulates us?

Swinton Bikes is a division of Swinton Group Limited which is authorised and regulated by the Financial Services Authority (FSA). Our Firm Reference Number is 309599. Our permitted business is arranging, advising on and helping in the administration of general insurance contracts. You can check this on the FSA's Register by visiting the FSA's website <http://www.fsa.gov.uk/register> or by contacting the FSA on 0845 606 1234.

Are we covered by the Financial Services Compensation Scheme?

We are covered by the Financial Services Compensation Scheme (FSCS) and therefore you may be entitled to compensation from the FSCS if we should be unable to meet our obligations. This depends on the type of business and the circumstances of the claim.

For most types of insurance, advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without upper limit.

Further information about compensation scheme arrangements is available from the FSCS.

What to do if you have a complaint

Step 1 Please contact the Manager at Swinton Bikes.

We expect the majority of complaints will be quickly and satisfactorily resolved at this stage, but if you are not satisfied you can take the issue further.

Step 2 Please contact our Customer Assistance Team:

- In writing to Swinton Colonnade, Swinton House, 6 Great Marlborough Street, Manchester M1 5SW.

- By telephone – call 0845 168 3676 or fax 0161 236 7102.
- Online – please see our website www.swinton.co.uk and use our feedback facility located under ‘Contact Swinton’.

Step 3 If your complaint is one of the few that cannot be resolved by this stage, please write directly to our Chief Executive at the above address.

Step 4 If you remain dissatisfied with our response to your complaint, you may be able to refer the matter to the Financial Ombudsman Service (FOS). The FOS will independently investigate your complaint without charge to you. You will not be able to refer any complaint to the FOS unless you are a) a private individual, b) a business which has a group annual turnover of less than £1m at the time of the complaint, c) a charity which has a turnover of less than £1m at the time of the complaint or d) a trustee of a trust which has a net asset value of less than £1m at the time of the complaint.

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 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

Our principle means of conducting business is over the phone. You can contact us by phoning us in Maidstone, call 01622 620446. You can also write to us or deal with us face-to-face at the Swinton Bikes unit, 104 King Street, Maidstone ME14 1AS.

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

Shortly before renewal, we will try to speak to you by phone about your renewal requirements. If we do not manage to contact you or you do not proceed at that time, we will send you a letter setting out our renewal quote. We will ask you at that time to contact us.

If you are paying for your policy by monthly 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 and your new monthly payments will be debited on your usual collection date.

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, contact between us has not been successful or you have failed to confirm whether or not you wish to proceed. We would do this for your protection. **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 have a claim

We will make available to you free of charge the Motor Claims Helpline 24hrs a day, 365 days a year, for motor insurance claims. Through this service we will always be available to give you expert help and advice when you have a claim. The number to call in the event of a claim – if you're involved in an accident, if you suffer fire, windscreen or other damage to your vehicle or the theft of your vehicle – can be found on the inside of the Policy Document Folder. If you no longer have the folder, or have misplaced it, please call us on 01622 620446 for details.

If you need to make a claim on any other insurance, please call us. We will take your details and guide you through the claims process.

Monthly payments by direct debit

Most annual policies can be paid for by direct debit. For full details of the terms and conditions and interest charges, please ask. Availability is subject to status. A deposit is required. Quotations given on request. If you choose to pay by direct debit, you will be provided with a Consumer Credit Agreement to sign and return to us. This agreement will set out your direct debit payments.

Some of our direct debit arrangements require a deposit to be paid on inception of your policy. Policy inception is followed by 10 monthly direct debit payments. **In the eleventh month, a further payment of the same amount is taken as a returnable deposit against next year's renewal. This money will be held by us on your behalf and used against your renewal premium. This eleventh monthly payment will often be processed before you have confirmed that you wish to renew. Please do not treat our taking of this payment as renewal of your policy, it is simply a pre-renewal advance payment. If your policy is not renewed, this payment will be refunded to you.**

Important: Swinton Bikes' right to cancel your insurance

If you choose to pay by monthly direct debit or under our instalment scheme, you will be provided with our Consumer Credit Agreement or Instalment Agreement to sign. You are reminded that it is a term of both agreements that you authorise Swinton Bikes, as your agent, to instruct the insurers to cancel your insurance if any monthly direct debit or instalment payment, or any other amount due under those agreements, is in arrears and not paid by the due time.

Your details are in safe hands

We will share the information we have on record about you where the disclosure is required by law. As part of the process of providing you with a quote, arranging your insurance and putting your cover in place, this information and your personal data will be shared with insurers. We may also use this information to tell you, by phone, letter or email about insurance related or other goods and services which we think you may be interested in. These are likely to include financial services such as the provision of credit, loan and mortgage facilities, life assurance, savings and investment products as well as products and services related to the insurance, protection, maintenance and repair of your personal goods and property. These may be products and services supplied by us or other selected third parties. Please let us know if you do not want us to do this.

We may also pass this information to other carefully selected third parties who may use it to tell you by phone, letter or email about other goods and services which they think you may be interested in. Please let us know if you do not want us to do this.

Most of the insurers we deal with have a sharing of information agreement to prevent fraud. Whenever you arrange your insurance through us, your cover and premium will be agreed with your insurer on the basis that you agree to their passing on claims information to the Claims Underwriting Exchange.

To help prevent fraudulent claims, your insurer exchanges information with other insurers through various databases. Also to help detect people who break the law by not having insurance, your insurer will supply details of your motor insurance to a database which can be accessed by the police or other insurers.

If you would like a copy of your policy record, please request this in writing enclosing a cheque for £10 payable to Swinton Colonnade, and send to Customer Assistance Team, Swinton House, 6 Great Marlborough Street, Manchester M1 5SW.

Introducer arrangements

A third party may have introduced you to us and for this the introducer may be paid a fee by Swinton. Similarly, we may, with your consent, introduce you to other third parties, for which the third party may pay a fee to us.

If, as a result of an accident that was not your fault, you require legal representation, Swinton will arrange for their recommended solicitors to act for you. The solicitors recommended by Swinton have been chosen as experts in this particular field. A fee is paid by the solicitors to Swinton for being members of our legal services panel. We comply with the Solicitors' Introduction and Referral Code published by the Solicitors Regulation Authority, and any solicitors to whom we may refer you are independent professionals from whom you will receive impartial and confidential advice.

Swinton Bikes is part of a group

Swinton Bikes is a division of Swinton Group Limited which is connected for the purposes of the Insurance Companies Regulations 1981 to MMA Insurance plc and Gateway Insurance Company Limited, as we have the same parent company. We do, however act totally independently in the day-to-day running of our business and in deciding which insurers to place business with.

Wherever we recommend a policy underwritten by MMA plc or Gateway Insurance Company Limited, we will advise you of this connection before you are committed to buying.

Swinton Bikes is a division of Swinton Group Limited, registered in England number 756681, which is connected for the purposes of the Insurance Companies Regulations 1981 to MMA Insurance plc and Gateway Insurance Company Limited. Registered office; Swinton House, 6 Great Marlborough Street, Manchester M1 5SW. Authorised and regulated by the Financial Services Authority.

www.swinton.co.uk

Privacy Policy

Data Protection Act

Swinton takes the protection of your privacy online extremely seriously and will use all reasonable endeavours to safeguard your information. Accordingly, Swinton have security measures in place which are considered appropriate to the nature of the information and the harm that might result from a breach of security. For your protection we will also:

- not hold more information about you than is required for the purposes for which it is being processed
- reasonable endeavours to ensure that any information about you is accurate and kept up-to-date
- not keep your information for longer than is necessary or as required by law
- process your information in accordance with your rights under the Data Protection Act 1998

You may like to know that Swinton may also use cookies, or other forms of information software. The use of cookies enables us to identify users and personalise their visit the next time they enter our site. You should, if you wish, be able to block the use of cookies by changing the setting on your browser.

What information do we hold and how do we obtain it?

We may receive information about you from any of the following sources:

- directly from you or your authorised representatives when obtaining a quote, inception, renewing or amending a policy or making a claim (e.g. personal details, claims details, etc)
- from third parties such as credit reference or debt collection agencies (e.g. your credit rating)
- from insurers, witnesses, third parties and solicitors (e.g. accident details)

What do we use your information for and who do we disclose it to?

We will use the information about you for the following purposes:

- to administer and maintain your insurances
- to assist you with claims and enquiries
- to maintain your insurance records
- to keep you informed about other products and services offered by Swinton
- to enable us to conduct research and statistical analysis, and facilitate our internal customer service monitoring
- to share with other carefully selected parties

In addition your information may be disclosed to:

- the police in response to a request
- other bodies in response to legislative/court orders

You should also be aware that:

- to help prevent fraudulent claims your insurer exchanges information with other insurers through various databases
- to help detect people who break the law by not having motor insurance your insurer will supply details of your motor insurance to a database which can be accessed by the police and other insurers

What are your rights?

Under the Data Protection Act 1998 you have certain rights in relation to the information we hold about you:

- you may request, by writing to the address below and enclosing a cheque for £10 payable to Swinton Group Limited, details of the information that we hold about you. Details will be provided to you within 40 days of us receiving your request and fee
- you are entitled to request us, by writing to or emailing the address below, to stop using information about you for the purposes of Direct Marketing, not to share your information with other carefully selected parties

Contact/address details

Swinton Group Limited
Swinton House
6 Great Marlborough Street
Manchester
M1 5SW

Contact us

More information regarding your rights can be obtained from:
Data Protection Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF
Tel: 01625 545700*

*Calls may be recorded.

Accessibility

At Swinton we are aware that many of our customers have varying needs which may affect how they view and access our website. We have been working hard to identify the areas which needed attention to ensure we meet the widest audience possible and our website has now been updated accordingly.

Documentation

We can provide marketing literature for you in braille, large font or on audio tape. If you require this alternative format, please contact us.

Telephone

Our full range of services - new insurance, renewal, adjustments and claims can be accessed by phone. Therefore, in combination with post and or fax, we can handle all your insurance needs.

Typetalk

As well as our standard telephone service you can contact us via Typetalk, the telephone relay service provided by BT and the RNID. To use this service type the prefix 18001 before our number. Remember to use the full UK area code and don't leave any gaps or spaces. e.g. 1800101511234567.

This service can be used at any time whilst our branches or call centre are open.

Visiting our branch

Our office is open 9am to 8pm Mon-Fri, 9am to 5.30pm on a Saturday and 10am to 4pm on a Sunday.

Our advisors are always willing to help by writing things down for you and receiving your instructions or replies in writing.

If sign language is your first language and you need an interpreter to discuss complicated insurance arrangements we'll provide this for you. Please provide us with as much notice as possible to arrange this as it could take some time to arrange (possibly up to 4 weeks).

Our office has been designed to provide desks rather than high level counters.

Our advisors will be happy to provide any assistance required.

Please phone us before making the trip. We'll be pleased to tell you how accessible we are and what facilities we can offer.

Contact us

If you feel we can improve our service we would welcome your comments. You can contact our Customer Assistance Team in the following ways:

By phone:

0161 233 3676* (using Typetalk if preferred)

By post:

Customer Assistance
Swinton Colonnade
6 Great Marlborough Street
Manchester
M1 5SW

*Calls may be recorded