

## **Demands and Needs Statement**

Whilst we are not making a personal recommendation, the policy we are offering is based on the information provided by you and includes the level(s) of cover, policy features and additional cover options required to meet your individual circumstances. A record of your requirements is shown in the 'Your insurance requirements' section of your purchase confirmation letter and in your certificate. Please make one final check that the policy meets your requirements. If any details are incorrect, or your circumstances change, please contact us to discuss your requirements.

## **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**

insure4excess is a trading name of Atlanta Insurance Intermediaries Limited. Authorised and Regulated by the Financial Conduct Authority under firm reference number 309599. Company registration number: 756681. Registered address: Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB.

Atlanta Insurance Intermediaries Limited is part of the Ardonagh Group who have a direct holding in our business. For more information about the group, please visit [www.ardonagh.com/](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, 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.

We offer insurance from one insurer, American International Group (AIG).

### **Which service will we provide you with?**

We sell and service this product through our online website. It is designed to be quick and easy to use and fully supported by a dedicated Live Chat team who will be able to answer all your questions. 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 your insurance is cancelled**

1) Prior to the commencement date of your policy

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

2) Within the 'cooling off' period

If your policy is cancelled, before the end of the 'cooling off' period, you will receive a full refund of premium, as long as you have not made a Trip, have not made a claim, and do not intend to make a claim.

3) After the 'cooling off' period

If you cancel your policy after the cooling off period, your insurer will look to provide a pro rata refund of the premium paid, less a proportionate deduction for the period of cover provided. For cancellations after the cooling off period, our service charge for arranging your new policy or renewing your policy shall not be refunded.

In all circumstances where there is an intention to make a claim, or a claim has already been made no refund will be provided.

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.

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.

### **Who regulates us?**

insure4excess is a trading name of Atlanta Insurance Intermediaries 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**

Please contact our Customer Assistance Team:

In writing to: insure4excess, Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB

Online: [www.swinton.co.uk/hire-excess-insurance/contact-us](http://www.swinton.co.uk/hire-excess-insurance/contact-us)

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: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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 – <http://www.tradingstandards.uk/advice/AlternativeDisputeResolution.cfm>

Alternatively, you can make your complaint via the Online Dispute Resolution (ODR) platform at: <http://ec.europa.eu/odr>.

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.

### **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.

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 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.

### **About your information**

Our full Privacy Policy can be found online at [www.swinton.co.uk/privacy-policy/](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.

In order to prevent or detect fraud we will check your details with various fraud prevention agencies and antifraud 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.

With your consent we may from time to time also contact you 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 or visit [www.swinton.co.uk/hire-excess-insurance/contact-us](http://www.swinton.co.uk/hire-excess-insurance/contact-us).

We 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 insure4excess, 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.