Terms and Conditions

The following section sets out the conditions relating to your use of the website content under the domain name swiftcover.com and other associated URLs (the "Site") and to any correspondence by email between us and you. By using this Site you automatically agree to these terms and conditions of use. If you do not accept these terms and conditions in full, you should leave the Site immediately. You should also read our <u>privacy policy</u> which outlines how personal information you provide to us will be used.

We may amend these terms and conditions from time to time without notice. You should, therefore, check this web page regularly for updated terms and conditions because they are binding on you. Additional terms and conditions will apply to certain products and services offered on this Site. We will draw your attention to these whenever you browse, apply for and/or purchase any of these products or services. These additional terms and conditions will override any conflicting term in these terms and conditions.

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Swiftcover

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The Financial Conduct Authority website, which contains a link to a register of all regulated firms, can be visited at <u>fca.org.uk</u>. Alternatively you can call the FCA on 0800 111 6768

Should the company be unable to meet all its liabilities to policyholders, compensation may be available. Information can be obtained by visiting the Financial Services Compensation Scheme website at fscs.org.uk.

Ownership of Material

All copyright, designs, graphical and text arrangements, logos, trademarks, database rights and any other intellectual property rights in all material on the Site are owned by swiftcover.com or its licensors. You may only use the material on the Site in accordance with the limited licence stated in our copyright notice.

Use of Site

The Site is intended for your personal non-commercial use only. Interference or entry to the Site with intent to corrupt, damage or deny service from the Site or for commercial benefit is taken seriously and we will take any action necessary to protect the Site from such activities. You acknowledge that damages may not be an adequate remedy for any infringement and that we are entitled to the remedies of injunction, specific performance, an order to deliver up materials which infringe our intellectual property rights and any other statutory or equitable relief and that no proof of special damages is necessary for reliance on such remedies.

Terms and Conditions of Our Products and Services

The Site content does not constitute an offer by us to sell products and services to everyone who wishes to purchase. You should be aware that we retain the right to accept

or reject any request to buy the products or services, and any purchase will be subject to the terms and conditions of that product or service.

The information and descriptions on the Site may not represent full or total descriptions of all terms and conditions relating to our products and services. Complete details will always be included in your schedule of cover, policy documents and/or conditions of purchase.

It is your responsibility to ensure that the details you give to us while using this Site are accurate Also you must make certain that you have sufficient funds to cover the cost of any product or service you purchase.

Availability of Site

We have taken great care in preparing this Site. However, technical matters may arise that are beyond our control. Therefore, we cannot guarantee you uninterrupted or error free access to the Site at all times, that defects will be remedied, or that the Site, or the server that makes the Site available, are virus free. Occasionally access may be suspended or restricted to enable us to repair, maintain or update the Site.

Making a complaint

Swiftcover aims to provide the highest standard of service to every customer.

If our service does not meet your expectations we want to hear about it so we can try to put things right.

All complaints we receive are taken seriously. Following the steps below will help us understand your concerns and give you a fair response.

How to make your complaint

The majority of complaints can be resolved quickly and satisfactorily by the department you are dealing with.

Telephone contact is often the most effective way to resolve complaints quickly. Alternatively you can write to us.

When you make contact please tell us the following information

- Name address and postcode, telephone number and e-mail address (if you have one).
- Your policy and/or claim number, and the type of policy you hold.
- The name of your insurance agent/firm (if applicable).
- The reason for your complaint.

Any written correspondence should be headed 'COMPLAINT' and you may include copies of supporting material.

If your complaint relates to your policy, please contact the Swiftcover Help Team on 0330 024 6394.

Contact Details:

Customer Relations Manager Swiftcover PO Box 2796 Bolton BL6 9LZ

Email: complaints@swiftcover.com

Beyond Swiftcover

Should you remain dissatisfied following our final written response, you may be eligible to refer your case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates complaints in the Financial Services industry.

The FOS can only consider your complaint if we have given you our final decision. You have six months from the date of our final response to refer your complaint to the FOS. This does not affect your right to take legal action.

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
F14 9SR

Tel: 0800 023 4567 Tel: 0300 123 9123

Fax: 0207 964 1001

Email: complaint.info@financial-ombudsman.org.uk

Web: financial-ombudsman.org.uk

Online dispute resolution

The European Commission has also provided an online dispute resolution service for logging complaints. To use this service please visit <u>ec.europa.eu/odr</u>.

Our promise to you

We will

- Acknowledge all complaints promptly.
- Investigate quickly and thoroughly.
- Keep you informed of progress.
- Do everything possible to resolve your complaint.
- Use the information from complaints to continuously improve our service.

Aggressive or abusive behaviour

We won't accept aggressive, threatening or abusive behaviour over the phone, online, or in writing. This includes:

- Threats of physical violence.
- Behaviour or language that may cause someone to feel threatened or distressed.
- Comments or remarks which are sexual, racial, or about religious beliefs or culture.
- Bullying or swearing.

If you (or someone acting on your behalf) are abusive when speaking to or messaging us or our trusted suppliers, we may:

- End the current call or conversation with you. We'll always warn you first.
- Block any further phone calls, emails or social media contact. If you do still get in touch, we may not answer your message.
- Limit contact with you to one type of communication. For example, by letter only.
- Limit our contact with you to one member of staff only.
- Not offer you a renewal of your policy.
- Cancel your insurance policy, giving you 7 days' notice.

External Links

We provide links to third party websites for your assistance and convenience. When activated, these links take you out of this Site. We cannot take responsibility for or endorse the content or availability of any third party websites and we are not liable for any loss or damage that you may suffer by using them.

Certain links on the Site will lead you to websites that are under the control of other companies within The Primary Group worldwide. Please be aware that these sites are operated on a local basis and may be subject to local laws and/or regulation. These sites will have their own terms and conditions of use and privacy statements which you should consult.

Site Access and Password Usage

This Site is intended for use by UK residents only. Applications for products or services from non-UK residents will, unless otherwise stated, not be accepted.

In some areas on the Site you will be given the opportunity to register with us. It is your responsibility to maintain the confidentiality of your details and your password and to restrict access to your computer to prevent unauthorised access to your account. You must inform us immediately if you have reason to believe that your password is being used in an unauthorised manner.

Credit Card Transactions

To reduce credit card fraud and to ensure that any payments or refunds can be paid to you, we keep your credit/debit card details for the duration of your policy.

Disclaimer

It is our aim to correct errors and omissions as soon as possible. However, on occasion there may be an error in the price or type of product or service shown. In such an event we reserve the right to cancel any contract we may have entered into with you. Of course, this will be without any liability to you and a refund will be offered.

Every effort is taken to ensure the Site is accurate and up to date. However all warranties (whether express or implied) and all liability to you in respect of the Site, its content and your use of the same, are excluded to the fullest extent permitted by law.

This disclaimer does not affect your statutory rights in respect of any products or services that you purchase from this Site.

If any provision in these terms and conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable for any reason, such provision shall be deemed deleted and will not affect the validity or enforceability of the remaining provisions.

Jurisdiction

If you live in England and Wales, these conditions of use will be governed by English law and the Courts of England and Wales will have exclusive jurisdiction to intermediate on any dispute between us.

If you live in Scotland, these conditions of use will be governed by Scottish law and the Courts of Scotland will have exclusive jurisdiction to intermediate on any dispute between us.

Copyright and Intellectual Property Rights

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