

Henry Seymour & Co is a trading style of Barkdene Ltd, of
Chancery House, St Nicholas Way, Sutton, Surrey SM1 1JB.
Registered in England No 1842617

TERMS OF BUSINESS

Accepting our Terms of Business

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business. We draw your particular attention to:

- The section headed 'The processing of your personal data', specifically the sub-section titled 'Credit checks'

For your own benefit and protection, you should read these terms carefully. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us at the above address.

The Financial Conduct Authority

Henry Seymour & Co is a trading style of Barkdene Limited which is authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 303965.

Our permitted business is introducing, arranging, dealing as agent, assisting in the administration and performance of general insurance contracts and credit broking in relation to insurance instalment facilities.

You may check this on the Financial Services Register by visiting the FCA's website, www.register.fca.org.uk or by contacting the FCA on 0800 111 6768.

Our service

At Henry Seymour & Co we put the customer at the heart of everything we do. We are committed to treating all customers with respect and integrity and will treat you fairly in all our dealings. Our commitment to our customers, together with our flexible, "non-call centre" approach means that we are able to assist all of our customers quickly, professionally and with compassion.

Helping you to decide

We source and arrange products and provide information but do not offer advice nor make personal recommendations when arranging, amending or renewing your insurance. However, we may ask some questions to narrow down the selection of products on which we will provide details; you will then need to make your own choice about how to proceed.

In respect of policies purchased from one of our company websites, it is essential you check that your selection is suitable for your needs as no individual advice or recommendation is given at point of sale. Ensure you carefully read all the documentation provided to you summarising the decisions you have made and the information you have disclosed, as any mistake made at this point could affect the suitability of the product.

The capacity in which we act for you

We act as an insurance intermediary, not an insurer. We will usually act on your behalf when arranging your insurances, when helping you make any changes to your policy, when you renew your insurance and in the event of a claim. If there are any circumstances where we act as an agent of the insurer, we will let you know the capacity in which we act before we finalise your insurance arrangements.

Scope of service

We arrange insurance for a variety of businesses in the UK. We provide information on a limited range of insurance products from a limited number of insurers. We also have products specifically tailored to various business sectors. While we have chosen to offer products from a limited number of insurers only, we are not contractually obliged to limit our choice in this way. A full list of the insurers we deal with is available on request.

We may be able to offer finance for insurance instalments through the insurer or Close Brothers Limited trading as Close Brothers Premium Finance. We will give you further information about this before we finalise your instalment arrangements.

Insurer Security

Whilst we will endeavour to deal with insurers who demonstrate an adequate level of financial solvency, and although their regulator requires them to maintain a minimum level of capital, we cannot guarantee the solvency of any insurer. We do not monitor insurer solvency on an ongoing basis, and shall not be liable for losses suffered by you in the event of insolvency of an insurer.

Complaints and compensation

We aim to provide you with a high level of customer service at all times but, if you are not satisfied, please contact us:

in writing: Write to the Operations Manager at the address shown above
by phone: Telephone 020 8655 0444
by email: complaints@henryseymour.co.uk

When dealing with your complaint, we will follow our complaint handling procedures; a summary of these procedures is available on request. If you are still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). For further information you can visit the FOS website www.financial-ombudsman.org.uk.

Access to the FOS is available for complainants coming within one of the following categories at the time we receive their complaint:

- Consumers (private individuals acting for purposes which are wholly or mainly outside that individual's trade, business, craft, or profession)
- Micro-enterprises (businesses employing fewer than 10 persons and with a turnover or annual balance sheet total not exceeding €2 million)
- Other small businesses (with an annual turnover of below £6.5m, and less than 50 employees or with an annual balance sheet total of below £5 million)
- Charities with an annual income of under £6.5 million
- Trustees of a trust with a net asset value of under £5 million

We are covered by the Financial Services Compensation Scheme (FSCS) for our insurance mediation activities. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. If you are eligible to claim from the FSCS, compensation is available in relation to insurance advising and arranging as follows:

- 90% of the claim, without any upper limit;
- 100% of the claim without any upper limit for
 - compulsory classes of insurance (such as Third-Party Motor or Employers Liability); and
 - 'pure protection' contracts, professional indemnity insurance, and general insurance claims arising from the death or incapacity of the policyholder owing to injury, sickness or infirmity, all where the insurance intermediary has failed to pay money to an insurer, pay away money it has received from an insurer, or has failed to take steps to allow the insurer to effect the contract of insurance.

Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 (freephone) or 020 7741 4100 or www.fscs.org.uk.

Payment for our services

We will receive our remuneration by one or more of the under noted methods:

- A fee payment for certain services and this will be advised if applicable
- A commission payment from the Insurer which will be taken from the premium paid
- A commission from the premium finance provider which will be taken from the finance repayment
- Account-based payments from some insurers which are a reflection of how we are able to work more efficiently with those insurers and the quality of our customer base

Where we are acting under Delegated Authority insurance arrangements, our commission will be at an enhanced rate to include additional payment for underwriting, policy production and other administrative duties that would otherwise normally be undertaken by insurers. Any remuneration is only earned on the basis that it does not in any way detract from or conflict with our acting in the best interest of the customer.

We do not charge any additional fees (payable by you) for handling your insurance or arranging premium finance unless we have agreed these with you in advance.

You will receive a quotation which will tell you the total price to be paid, and which identifies any fees, taxes and charges separately from the premium, before your insurance arrangements are concluded.

We also draw your attention to the sections headed 'Cancellation of insurances' and 'Ending your relationship with us'.

Policy renewal

So that you are always covered, some of our policies will renew automatically. If this applies to your policy you will be notified when you take your policy out or at your next renewal date. We will contact you approximately three weeks before your renewal date with your renewal terms. We will automatically renew your policy and take payment up to 7 days prior to your renewal date using the payment details you have already given us.

If your payment fails or we are unable to collect your payment, we will write to you and let you know. If a policy remains unpaid 14 days after the renewal date, all cover will cease. If you do not want to renew your policy, just let us know once you have received the renewal notice.

Cancellation of insurances

You should make any request for the cancellation of a policy to the contact details included within this Terms of Business, either by letter, email or phone and where requested any relevant certificate of insurance must be returned to us or to the insurer concerned.

If you cancel before your policy is due to start, we will return any premium you have paid in full. You may cancel your policy within 14 days of the cover starting providing you confirm you have destroyed all copies of our certificates and state you have not suffered any loss or had any incidents which may result in a claim under the policy. In this instance, we will cancel the policy from the inception date as if no cover had been in force and return any premium paid.

If you cancel your policy at any other time, the terms of your policy may allow insurers to retain the premium in full or in part in the event of cancellation before the policy expires. In the event of cancellation of any policy before the expiry date, we reserve the right to refund the premium due net of our full commission and any charges made by insurers. Where the return premium is less than £100 no refund will be given. We will not refund any premium if you have made a claim or if one has been made against you during the period of cover. Regardless of when your policy is cancelled, we reserve the right to retain our administration fees in full.

Ending your relationship with us

Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you and we will not impose a penalty.

Your instructions must be given in writing and will take effect from the date of receipt.

In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice.

Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to these Terms of Business. You will be liable to pay for any transactions concluded prior to the end of our relationship and we will be entitled to retain commission received for conducting these transactions.

Your responsibilities

If you are a consumer, you are responsible for answering any questions in relation to any proposal for insurance cover honestly and to the best of your knowledge, providing complete and accurate information which insurers will require. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover. This is particularly important before taking out a policy but also at renewal or if you make a mid-term amendment to your policy.

If you fail to disclose information or misrepresent any fact which may influence the insurer's decision to accept the risk or the terms offered, this could invalidate the policy and mean that claims may not be paid.

If you are a commercial customer, you have a duty to give a fair presentation of risk to the insurer. This means that you should disclose every material circumstance relevant to the risk being insured following a reasonable search within your business to identify and verify such information. This should include information which you and where applicable your senior management, persons responsible for arranging your insurance or other relevant third parties know or ought to know and should include all information that would influence the judgement of the insurer or that would put the insurer on notice that it needs to make further enquiries.

Examples of material circumstances are:

- Special or unusual circumstances relating to the risk;
- Any particular concerns which led you to seek insurance cover for the risk; and
- Anything which those concerned with the class of insurance and field of activity in question would generally understand as being something that would be dealt with in a fair presentation of risks for this type of insurance.

The information must be presented in a way which would be reasonably clear and accessible to a prudent insurer. If you are unsure whether to disclose any information you should speak to us. You need to take into account the size & complexity of your business and allow yourself sufficient time before your renewal date to consider and / or assess your insurance requirements.

Failure to provide a 'fair representation' may result in a number of remedies by the insurer. If the breach was deliberate or reckless the insurer can void the contract and keep the premium. If the breach was not deliberate or reckless the insurer can void the contract, proportionately reduce a claim settlement or amend the insurance policy terms and conditions then review the merits of a claim on this basis.

You should therefore always provide complete and accurate information to us when we ask you about the insurance risks your business faces before taking out a policy, at renewal and throughout the life of the policy. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover.

The processing of your personal data

In your dealings with us you may provide us with information that may include data that is known as personal data. Where we process personal data, we comply with statutory data processing requirements as set out by the Data Protection Act 2018. The personal data we will collect will include information relating to your name, address, date of birth (and) contact details (and 'health' or 'criminal offences' if applicable).

We will process your personal data to allow us to provide you with our services as your insurance broker in quoting for, arranging and administering your insurances (and in arranging insurance premium finance where applicable). Your personal data will also be used to manage future communications between ourselves. Where you have agreed, or in circumstances where to do so will be in our mutual interests, your personal data will be used to provide you with further information about our wider products and services. You can opt out from receiving such communications by e-mailing optout@henryseymour.co.uk

In processing personal data for insurance purposes about health or criminal offences, we will only do so to enable us to provide our service to you and on the basis of it being in the public interest.

We may contact you via email to invite you to review any services and/or products you received from us in order to collect your feedback and improve our services and products (the "Purpose"). We use an external company, Trustpilot A/S ("Trustpilot"), to collect your feedback which means that we will share your name, email address and reference number with Trustpilot for the Purpose. If you want to read more about how Trustpilot process your data, you can find their Privacy Policy [here](#)

We will only use your data for the purpose for which it was collected. We will only grant access to or share your data within our firm or other firms associated with us, with other authorised third parties and product and service providers such as insurers and premium finance providers where we are entitled to do so by law under lawful data processing.

The Data Protection Act 2018 provides you with Access Rights that allow you to gain an understanding on the data being processed, who we share it with, for what purpose, why we need to retain it and retention periods, to object to the processing and to place restrictions on the processing, to request copies of your data and to request the deletion of your data.

If you require further information on how we process your data or you wish to exercise your rights, please contact our data privacy representative by emailing info@henryseymour.co.uk or by writing to us at the address shown above or by telephoning 020 8655 0444. How we process your personal data is detailed further within our Privacy Notice <https://www.henryseymour.co.uk/privacy-statement>

Credit checks

We, and other firms involved in arranging your insurance (insurers, other intermediaries or premium finance companies) may use public and personal data from a variety of sources including credit reference agencies and other organisations. The information is used to help tailor a price, to ascertain the most appropriate payment options for you and to help prevent fraud. Any credit reference search will appear on your credit report whether or not your application proceeds. If you have any questions about this or any other matter, please do not hesitate to contact us.

Conflict of interests

Occasions can arise where we, or one of our clients or product providers, may have a potential conflict of interest with business being transacted for you. If this happens, and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.

Claims handling arrangements

You should take note of the required procedures in the event of a claim, which will be explained in the policy documentation. Generally, insurers require immediate notification of a claim or circumstances which might lead to a claim. We will employ due care and skill if we act on your behalf in respect of a claim.