

Barkdene Limited trading as Henry Seymour & Co,
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.

Please read these terms carefully so that you understand the basis of our relationship with you. If you are unsure about any aspect of our Terms of Business, or have any questions, please contact us at the above address, or call us on 020 8655 0444.

Our Regulatory Status

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

We are authorised for introducing, arranging, dealing as agent, assisting in the administration and performance of non-investment insurance contracts (general insurance) and credit broking for arranging insurance instalment facilities (premium finance).

You can check our status and permissions 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.

Scope of service

We specialise in arranging insurance for a variety of businesses in the UK, the Channel Islands, and the Isle of Man. We provide information on a limited range of insurance products from a limited number of insurers. We also have products tailored to various business sectors. Although we have chosen to offer products from a limited number of insurers, 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 arrange you finance to pay for your insurance by instalments through either 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.

Our service to you

At Henry Seymour we are committed to providing you with excellent service. We appreciate that buying insurance can be complex and confusing which is why we work with you to understand your requirements and provide you with easy-to-understand information to help you choose the right products and levels of cover to meet your needs.

Once you've purchased your policy, we are on hand to answer your questions or to make changes to your cover. When you call us, you'll be able to speak to someone who understands your policy and will be able to deal with your enquiry quickly and professionally.

Helping you to decide

We will help you arrange, amend, or renew your insurance. We will provide you with information, but we won't give you advice nor make any recommendations. We may ask you some questions to refine the products which we will provide you details of; you will then need to make your own decision about how to proceed.

If you buy a policy from one of our websites, you are responsible for checking that your choice of product and covers is suitable for your needs as no individual advice nor recommendation is given at point of sale. Please ensure you carefully read all the documents that summarise the decisions you have made and the information you have disclosed; any mistakes made at this point could affect the suitability of the product or the premiums quoted. We will provide cover on the basis that you have read, understood, and agreed to all terms and conditions presented to you.

The capacity in which we act for you

We are an insurance broker, not an insurer. We will usually act on your behalf when arranging your insurances, helping you make any changes to your policy, when you renew your insurance and in the event of a claim.

We act as the agent of the insurer when collecting and forwarding your premiums. If there are any other 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.

Insurer Security

Whilst we endeavour to only 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; if you feel that our service has not met your expectations, please use one of the following options to tell us:

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

We will deal with your complaint fairly and promptly, following our complaint handling procedures; a summary of these procedures is available on request. If you are not satisfied with the outcome, you may be able to refer the matter to the Financial Ombudsman Service (FOS). For further information please visit the FOS website www.financial-ombudsman.org.uk.

Access to the FOS is available for complainants in 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 also covered by the Financial Services Compensation Scheme (FSCS) for our insurance distribution 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 may receive our remuneration by one or more of the following methods:

- a commission payment from the Insurer which we will deduct 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 reflect how we work more efficiently with those insurers and the quality of our customer base.
- a fee, payable by you, for certain services.

When we are acting under Delegated Authority insurance arrangements, our commission will be higher to include additional payment for underwriting, policy production and other administrative duties that we do on behalf of those insurers. Any remuneration is earned on the basis that it does not in any way detract from, nor conflict with, us acting in your best interests.

Where we charge additional fees (payable by you) for handling your insurance or arranging premium finance, we will tell you about these before you finalise your purchase. Typically, we will charge a fee for the following transactions:

- Policy set up
- Policy amendment
- Policy renewal
- Policy cancellation

Before your insurance arrangements are concluded, we will provide you with a quotation showing the total amount to be paid. This will show any fees, taxes, and charges separately from the premium. Details of our current fees are also available on request.

Please note that the amount of the fees we may charge you is subject to change. We will tell you if we change the amount of any of our fees that we will ask you to pay.

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

Renewing your policy

So that you are always covered, some of our policies will renew automatically. If this applies to your policy, we will obtain your consent for this when you buy your policy 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 before your renewal date using the payment details you have already given us.

If we can't collect your payment, we will tell you. If your premium remains unpaid 14 days after the renewal date, we will cancel your policy and all cover will cease.

If you don't want your policy to automatically renew, you can opt out, free of charge, at the time of purchase, or at any other time by contacting us. We will still send you a renewal invitation about 3 weeks before your next renewal date, but you will be responsible for payment of the renewal premium by the due date to ensure that your cover continues.

If you don't want to renew your policy, just let us know once you have received your renewal notice.

Your responsibilities

If you are a consumer, you must answer 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 do not disclose information or misrepresent any fact which may influence the insurer's decision to accept the risk or the terms offered, your policy may be invalid and any claims you make 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 must 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 that is 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 consider the size and complexity of your business and allow yourself sufficient time before your renewal date to consider and reassess your insurance needs.

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 nor 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 must 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.

Processing your personal data

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

We 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 us. 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

We will only process personal data about your health or criminal offences to enable us to provide our services to you and where it is in the public interest.

We may invite you by email to review any services and/or products you received from us 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 processes your data, you can read their Privacy Policy [here](#)

We will only use your data for the purposes 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,
- understand who we share your data with,
- know for what purpose(s) it is shared,
- understand why we need to retain it and the retention periods,
- object to the processing,
- place restrictions on the processing,
- request copies of your data, and
- request the deletion of your data.

If you require further information on how we process your data or want to exercise any of your rights, please contact our data privacy representative by:

email: info@henryseymour.co.uk

Telephone: 020 8655 0444

Post: The Data Privacy Manager, Henry Seymour Insurance Brokers, Chancery House,
St Nicholas Way, Sutton, SM1 1JB

How we process your personal data is detailed in our Privacy Notice available here:

<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. This information helps us to 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 contact us.

Conflict of interests

If we become aware that a conflict of interest exists between you, us, one of our other clients or product providers, we will tell you. We will obtain your consent before we carry out your instructions and we will tell you the steps we will take to ensure the fair treatment of all parties involved.

Claims handling arrangements

We act on your behalf when you make a claim, or a third party makes a claim against you. We will work with you and your insurer to achieve the best possible outcome for you considering the full circumstances of your claim and the cover you have purchased.

You should familiarise yourself with what you need to do in the event of a claim. Generally, insurers require you to tell them immediately about a claim, or circumstances that might lead to a claim. The contact details for your insurer(s) are shown in your policy documents.

If you prefer, you can tell us about your claim, and we will notify your insurer for you. Please call us on 0208 655 0444.

Before you submit a claim, you should review your policy documents to check that the incident you are claiming for is covered by your policy. If you are unsure, please call us on the number above.

Cancelling your insurance

If you want to cancel your policy, please tell us using the contact details included within these Terms of Business. Where requested, you must return your certificate of insurance to us or to the insurer.

If you cancel your policy before it is due to start, we will return any premium you have paid in full. You can also cancel your policy within 14 days of the cover starting, providing you confirm that you have destroyed all copies of our certificate(s) and that you have not suffered any losses or incidents which may result in a claim under the policy. On receipt of your confirmation, 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. Where your policy is cancelled before the expiry date, we reserve the right to refund the premium due net of our full commission and any charges made by insurers, or us. Where the return premium is less than £50, 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

If you no longer want us to act as your insurance broker, please tell us in writing. We will not charge you a fee for ending our relationship, however, we may charge you a fee if you are also cancelling an insurance policy at the same time. You must immediately settle any outstanding premiums and fees that you owe us at the date of termination.

Your instructions will take effect from the date we receive them.

In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice in writing to allow you time to make alternative arrangements.

Unless otherwise agreed in writing, if our relationship ends, any transactions initiated before the date of termination 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, or administration fees paid by you, for conducting these transactions.

Governing law

These terms of business, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or their formation (including any non-contractual disputes or claims), shall be governed by and construed in accordance with English law.