Our Terms of Business Agreement

This is our standard terms of business agreement for Commercial customers ("Terms of Business") and replaces any previous Terms of Business we have provided to you. Please read this document carefully. It sets out the terms and conditions on which we agree to act for you and contains details of our responsibilities. It also contains information about Your responsibilities to us, to insurers and to other third-party providers. Please contact Us immediately if there is anything in this document that you do not understand or that you disagree with. Your receipt of this document constitutes Your informed consent to its contents. In the interests of security, staff training, and to generally improve our service, please be aware that telephone calls may be monitored and/or recorded.

Definitions	"Affiliate" means any member of the Jensten Group of companies, which could be a subsidiary, a holding company, or a subsidiary of that holding company as defined in section 1159 of the Companies Act 2006. "Commercial customer" means a customer who is acting within their trade or profession in respect of the insurance cover requested or arranged. "You" or "Your" means you and/or Your appointed agent. "We" or "Us" or "Our" means Barkdene Limited trading as Henry Seymour & Co. Insurance Brokers
Who we are	Henry Seymour & Co. Insurance Brokers is a trading name of Barkdene Limited, an insurance intermediary whose head office is at Chancery House, St Nicholas Way, Sutton, SM1 1JB. We are registered in England & Wales and Our company registration number is 01842617. We are part of the Jensten Group of companies.
Who regulates us	We are authorised and regulated by the Financial Conduct Authority ("FCA") and Our permitted business is to advise on, arrange, deal in, and assist in the administration and performance of general insurance contracts. We are also permitted to provide credit broking services in arranging premium finance. Our firm's FCA reference number is 303965. You can check these details on the FCA's Register https://register.fca.org.uk/s/ or by phoning the FCA on 0800 111 6768.
Our services	As an insurance intermediary We generally act as Your agent. We are subject to the law of agency, which places various duties on Us. However, in certain circumstances We may act for and owe duties of care to other parties, including to insurers. We will tell You when these circumstances occur, so You will be aware of any possible conflict of interest. We offer a wide range of products and services which may include: • Offering You a single or range of products from which to choose a product that suits Your insurance needs; • Arranging suitable insurance cover with insurers to meet Your requirements; • Helping You with any changes to Your insurance You have to make; • Providing all reasonable assistance with any claim You make. In some cases, We act for insurers under a delegated authority agreement. This can allow Us to enter into insurance policies, and issue policy documentation on their behalf. Where We act on behalf of the insurer and not You, We will tell You. We aim to always act in Your best interest. As an intermediary and part of the Jensten Group of companies, We can offer a wide range of insurance products and have access to many leading insurance companies and the Lloyd's market. Depending on the type of cover You need, We will offer You a policy from either: • a single insurer; or • a limited range of insurers. We will tell You which of these applies before We arrange Your policy. We may offer You a policy which is provided by an Affiliate to access specialist products, and We will tell You if this is the case. We have a conflict-of-interests policy in place to identify and manage any conflicts that may arise in the placement of Your business. If We become aware of a conflict We will tell You, explain the options available to You, and get Your consent before We proceed.

	Before an insurance contract is arranged, We will ask You questions to assess Your demands and needs for cover, but We will not provide you with advice or make a recommendation as to which policy is the most suitable. We will provide You with a quotation before You buy, which includes sufficient information to enable You to make an informed decision about the policy that We have sourced. The quotation will itemise the cost of Your insurance, including any fees that are payable in addition to the premium. This quotation will also include a statement of Your demands and needs, based on the responses You have given to the questions We have asked. You should read this carefully as You are responsible for ensuring that the policy provides You with the cover You want and is suitable for Your needs.
Quotations	Any quotation We offer will normally be valid for a period of 30 days from the date it is given to You. We will tell You if this is not the case when We issue Your quotation. We reserve the right to withdraw a quotation in certain circumstances, for example, where the insurer has altered their premium or terms for the insurance since the quotation was given or if a claim / incident has occurred since the terms were offered.
Policy Documents	You should carefully review the policy documents We send You to make sure they accurately reflect the cover, conditions, limits, and other terms that You require. You should pay particular attention to policy conditions and warranties as failure to comply with these could invalidate Your policy. Claims can arise under certain types of insurance contract long after the policy has ended, so it is important that You keep safely all documents associated with Your policy.
Claims	You must notify Us or Your insurer of any claim or circumstance that may or is likely to give rise to a claim under Your policy, in accordance with the conditions of Your policy. If You do not notify Your insurer promptly it may entitle them to refuse to pay Your claim. You should not admit liability or agree to any course of action, other than emergency measures carried out to minimise the loss, or in the interest of health and safety, until You have obtained agreement from Your insurer. When You notify a claim or potential claim, You should provide details of all material facts concerning the incident. Your policy documentation will describe in detail the procedures and conditions in connection with making a claim. Where appropriate, and as set out in Your policy document, We will help You in submitting a claim and obtaining reimbursement for You. We do not have any authority to handle or settle claims on insurers' behalf. If claims payments are transferred to Us, We will transmit these to You as soon as possible after they have been received on Your behalf. However, if an insurer becomes insolvent or delays making settlement of a claim, We do not accept liability for any unpaid amounts.
Your duty to make a fair presentation	You must be sure that the information You have given to Us to pass on to insurers is a "fair presentation" of the risk. This means that You must have clearly disclosed every material fact or circumstance which You, Your senior management, or any person responsible for arranging Your insurance knows or ought to know following a reasonable search. Material facts and circumstances are those that would influence an insurer in deciding whether to accept a risk and the terms and conditions that would apply. If You are in doubt as to whether a fact or circumstance is material, then You should disclose it. In addition, You must inform Us if any of the information provided to Us has changed. If it has, then You must tell Us about the changes before We arrange cover. Your duty to notify material changes in the risk applies when You purchase an insurance policy, throughout the life of the policy and when You renew that policy. If You do not disclose a material circumstance it may entitle an insurer to impose different terms on Your cover or reduce the amount of a claim payable. In some cases, Your cover could be invalidated, which would mean that a claim would not be paid. If You have acted deliberately or recklessly in not disclosing material information, the insurer is entitled to avoid the contract from the date cover started and keep any premiums.
Paying the premium on time	Premiums are due from the time the insurance comes into force, and You must pay the premium amounts shown in Your policy documents within the timescales it sets out. If You don't meet the payment date it may lead to the insurer cancelling Your policy. We do not consider payment to have been received until We have received cleared funds in Our bank account. If the insurer has specified that

	the premium must be received by a certain date and You do not pay Us in time, it can result in automatic cancellation of Your insurance policy.
How we are paid for our services	In most cases We are paid a commission by the insurer. We will tell You how We will be remunerated for each policy We place for You before We arrange cover. We will also add administration charges for setting up, amending, renewing, or cancelling each policy You have with Us. Where We charge a fee, this will not be liable for insurance premium tax nor value added tax (insurance is a VAT exempt supply). Our commission and fee(s) are earned on placement of Your insurance. If You cancel Your policy or make a Mid-term Adjustment which results in a return premium, We will retain all fees and any commission to cover Our administration services. All fees will be clearly shown in the documentation We issue to You, and We will advise You of the amount of any charge before You become liable for paying it. We have arrangements with some insurers to receive additional payments reflecting the size and/or profitability of Our account with them and/or in respect of work We undertake on their behalf. Where We arrange premium finance on Your behalf, We do not charge You a fee for introducing You to the finance provider, but We will receive a commission from them for Our assistance in putting this financing in place. You may at any time request information regarding any commission which We may have received as a result of placing Your insurance business and any related premium finance.
Payment Options including Premium Finance	We normally accept payment by BACS or the following credit/debit cards – Visa, Mastercard, and Maestro. You may be able to spread Your payments through insurers' instalment schemes or a credit scheme, which We have arranged with an established insurance premium finance provider, Close Brothers Premium Finance ("CBPF"). In arranging premium finance, We act as a credit broker to provide You with a premium finance facility which is designed solely for the purposes of facilitating a loan for repayment of insurance premiums. Where both an insurer instalment scheme and CBPF's premium finance facility are available, We will provide You with a sufficient information to enable You to make an informed decision about the finance options available, together with a breakdown of the finance charges that are payable in addition to the premium. This documentation will also include a statement of Your demands and needs. You should read this carefully. When arranging premium finance CBPF may undertake an enquiry with credit reference agencies who will add details of the search and the application to their record about You, whether the application proceeds or not. Further details will be provided when an application for finance is made. Insurers' own credit facilities may also be available if appropriate. Where You pay Your premium by instalments and use CBPF, if any direct debit or other payment due is not met when presented for payment or if You end the credit agreement, We will be informed of such events by Your premium finance provider. If You do not make other arrangements with Us or Your premium finance provider to pay the insurance premiums due, You acknowledge and agree that We may, at any time after being so informed, instruct on Your behalf the relevant insurer to cancel the insurance (or, if this occurs shortly after the start or renewal of the insurance, to notify the insurer that the policy has not been taken up) and to collect any refund of premiums which may be made by the insurer. If any money is owed to the premium finance provider under Your credit agreement or if they have debited Us with the amount outstanding, We will use any refund received to offset these costs. You will be responsible for paying any remaining time on risk charge and putting in place any alternative insurance and / or payment agreements You need. You also agree that We may hold to the order of the premium finance provider any claims monies due to You if You are in default of Your credit agreement.
Looking after Your premium	We receive and hold money on behalf of Our clients during the course of Our dealings. This includes premium payments, premium refunds and may include claim payments. We will hold this money as agent of the insurer. This means that when We have received Your cleared premium, it is considered to have been paid to the insurer.

	The FCA requires Us to hold all premium monies, including Yours, in a trust account, the purpose of which is to protect You in the event of Our financial failure since, in such circumstances, Our general creditors would not be able to make claims on premium money as it will not form part of Our assets. We hold all premium monies with one or more approved banks, as defined by the FCA, in a Non-Statutory Trust bank account in accordance with the FCA client money rules. Under these arrangements, We assume responsibility for such monies and are permitted to, and may: • Use such monies received on behalf of one customer to pay another customer's premium, before the premium is received from that other customer. However, We are not entitled to pay ourselves commissions before We receive the relevant premium from the customer; • Withdraw commissions only as defined by the agreement We have in place with each insurer which will be either once We receive the relevant cleared funds from You or when We settle Your premium to the insurer; and • Retain for Our own use any interest earned on premium money. When effecting a transaction on Your behalf, We may pass Your money to another FCA authorised intermediary in the UK. These firms are also required by law to hold clients' money in a separate trust account. We may pass Your money to firms which are resident outside the UK who are subject to different legal and regulatory regimes. If an overseas firm fails, this money may be treated in a different way from that which would apply if the money were held by an intermediary in the UK. Please tell Us if You do not agree to this. Unless We receive Your written instruction to the contrary, We shall treat receipt of payment from You and of any claim payment and/or refund of premium which falls due to You, as being with Your informed consent to the payment of those moneys into Our Non-Statutory Trust bank account.
Insurer security	Although We will always try to place Your policy with insurers that are financially sound, We do not guarantee or otherwise warrant the solvency of any insurer We place Your policy with. If You have any concerns about any insurer chosen to meet Your insurance requirements, You should tell Us as soon as possible and We will discuss them with You. If Your policy is arranged with an insurer which becomes insolvent, You may still be liable to pay some or all of the premium.
Renewals	You will be provided with renewal terms in good time before expiry of Your policy or notified that renewal is not being invited. Unless You tell Us otherwise, renewals are invited on the basis that there have been no changes in the risk or cover required, other than those specifically notified to Us or Your insurer(s) during the course of the policy period (see the relevant section headed "Your duty to make a fair presentation"). It is very important that You check the information provided at renewal to confirm it remains accurate and complete. If any of the information is incorrect or if Your circumstances have changed You should contact Us immediately so We can update Your details. If You do not notify Us or Your insurer of any incorrect information or change in circumstances, it may lead to Your policy being cancelled or a claim rejected or not fully paid.
Cancelling Your policy	Your insurance contract may include a cancellation clause giving You the right to cancel Your policy before the period of cover runs out. If You decide to cancel Your policy in accordance with any timeframes set out in Your policy, and subject to no claims having been made or intimated, You may be entitled to a proportionate refund of premium paid. Please note Our commission and where appropriate fees, are fully earned from the date the policy commences and will not be refundable. Please also refer to the section headed "How we are paid for our services" for advice on any cancellation charges We may apply. If You do not pay Your premium to Us by the due date, We reserve the right to instruct insurers to cancel Your policy. If Your policy is paid via a premium finance facility and they ask Us to cancel the policy, for example, because You have defaulted on Your monthly payments, We will undertake this action, but We will be acting as Your agent in the process, and not as the agent of the lender.

Termination of these Terms of Business	You or We can terminate Our authority to act on Your behalf by giving the other party at least 14 days' notice in writing (or such other period We mutually agree). Termination is without prejudice to any transactions already started by You, which will be completed according to these Terms of Business unless We agree otherwise in writing. You will remain liable to pay for any transactions or adjustments effective before the termination and We will be entitled to retain any and all commission and/or fees payable in relation to insurance cover placed by Us prior to the date of written termination of Our authority to act on Your behalf. Once Our authority to act on Your behalf has ended, We will no longer provide claims assistance for any unsettled claims against the policy. We will however cooperate in transferring copies of any claims records We hold to which You are entitled if You instruct Us to in writing.
Making a Complaint	Our aim is always to provide You with the best possible service, but We recognise that sometimes things go wrong, or We may fall short of Your expectations. If You are unhappy with Our services and want to make a complaint, You can do this in writing (post or email) or call Us. Please contact the Complaints Manager at Henry Seymour & Co. Insurance Brokers, Chancery House, St Nicholas Way, Sutton, SM1 1JB **Email**: complaints@henryseymour.co.uk | **Phone:** 0208 655 0444 If You have a Lloyd's policy, You may refer the matter to the Lloyd's Complaints Team, if You have not received a full response from Us after 2 weeks. You should contact: Complaints, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent ME4 4RN. **Email**: complaints@lloyds.com | **Phone**: 020 7327 5693 | **F**: 020 7327 5225 | **Web**: http://www.lloyds.com If You cannot settle Your complaint with Us, You may be entitled to refer it to the Financial Ombudsman Service for an independent assessment. The FOS Consumer Helpline is on 0800 023 4567 or email complaint.info@financial-ombudsman.org.uk. Their address is: Financial Ombudsman Service, Exchange Tower, London E14 9SR. Their website is at: https://www.financial-ombudsman.org.uk/
Compensation	We are covered by the Financial Services Compensation Scheme ("FSCS"), which deals with claims against FCA regulated firms that are insolvent or are no longer trading. You may be entitled, therefore, to compensation from the FSCS if We are unable to pay a valid claim made against Us. This depends on the type of service We have provided You with, the type of insurance We have placed on Your behalf and the circumstances of the claim. Full details and further information on the scheme are available from the FSCS (website: www.fscs.org.uk).
Claims, Underwriting Exchange Register	Insurers pass information to the Claims and Underwriting Exchange Register operated by Database Services Ltd. The objective is to check the information provided and to prevent fraudulent claims. Other insurance-related databases may be added in the future. By using our services, You are giving Your consent to Your data being shared with these databases.
Confidentiality	Information provided by You may be held, processed, disclosed, and used by Us, Our professional advisers, Affiliate companies, and third-party organisations, in servicing Our relationship with You. Unless You notify Us otherwise, You agree to the storage, use and disclosure of such information. All the activities that We undertake on Your behalf, as described in this agreement, are provided for Your exclusive use. All recommendations, proposals, reports, and other information supplied to You in connection with these services are for Your sole use and You agree not to make this information available to any third party without Our express written permission. We reserve the right to take action to protect proprietary information.
General Data Protection Regulations	We will process Your data responsibly, fairly and in strict accordance with the prevailing General Data Protection Regulations. These regulations require a broad disclosure of compliance, including (but not limited to): • Our lawful bases of processing; • The information We collect, and how We use and share that information; • How long We keep information, including the purposes (e.g., to administer Your policy); • The technical and organisational measures We have in place to safeguard Your information; • Your rights as an individual data subject; and • Our approach to marketing.

	As with many organisations, and to ensure customers can easily access details on the areas listed above, We have developed a separate **Privacy Notice**. This can be found on Our website, alternatively We can send You a copy on request. It is important to take time to read this document carefully as it contains full details of the basis on which We will process Your personal data, such as collecting, using, sharing, transferring, and storing Your information. It is also Your obligation to ensure You show this notice to all parties related to any insurance arrangement. If You have given Us information about someone else, You are deemed to have their permission to do so. For Our mutual protection and for training, compliance, and security purposes, all telephone calls may be recorded. If You use Our online chat function, We will store a transcript of the conversation. If You have any questions, including requiring a copy of the privacy notice, or any further information about Our approach to data protection, You can e-mail DPO@jensten.co.uk or write to Data Protection Officer, Jensten Group Limited, Coversure House, Vantage Park, Washingley Road, Huntingdon, Cambridgeshire, PE29 6SR.
Bribery and corruption	We have no tolerance for bribery and corruption, and this policy extends throughout the company for all its dealings and transactions in all countries in which We operate. Our anti bribery policy is updated in line with the changes in law, changes in Our business and Our reputational demands. All employees are required to comply with this policy. Both parties agree to comply fully with the requirements of the Bribery Act 2010, and will not engage in any of the following activity: • promising or giving of an advantage, financial or otherwise, to another person to bring about an improper performance or to reward such improper performance; • requesting, agreeing to receive, or accepting of an advantage, financial or otherwise to act improperly; • bribe a foreign public official to do or reward them for doing, something improper. Additionally, where applicable, a firm will prevent bribery being committed on its behalf by its employees and third parties.
Money laundering	To comply with Our obligations under the money laundering legislation and regulations in relation to the Proceeds of Crime Act, You agree to provide Us with any such evidence and information about Your identity and that of any associates as We may reasonably require.
Sanctions	Both parties shall pay due regard to, and co-operate in respect of the observance of, any applicable international economic, financial or trade sanctions legislation.
Third party rights	Unless otherwise agreed between Us in writing, no term of this agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999.
Liability for directors, officers, or employees	You acknowledge and agree not to make any claim personally against any employee, director or officer arising out of the work and services provided under these Terms of Business. This clause does not in any way limit or affect Our liability to You as set out below.
Limitation of our liability to you	In the event of any breach of these terms and / or in the event of any representation, statement, act, or omission including negligence arising under or in connection with all contracts between Us then the following provisions set out Our entire financial liability (including any liability for the acts or omissions of Our employees, agents, and sub-contractors) to You. Our total liability to You for any reason whatsoever in connection with the performance or contemplated performance of our services to You shall be limited to £5,000,000 (five million pounds). We will not be liable to You for any losses that You or anyone else may suffer that are not directly associated with either Our negligence or failure to provide our services to You in accordance with Our agreement. This includes (but is not limited to) any indirect or consequential loss or damage which may be losses that are not reasonably foreseeable (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses, or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the services We provide to You.

	Nothing in these terms excludes or limits Our liability for death or personal injury caused by Our negligence, or fraud, fraudulent misrepresentation, or breach of any regulatory obligation.
Law and jurisdiction	These Terms of Business shall be governed by and construed in accordance with English law. In relation to any legal action or proceedings arising out of or in connection with these Terms of Business We both irrevocably submit to the non-exclusive jurisdiction of the English courts.
Variation	No variation of this agreement shall be valid or effective unless it is in writing. We may amend these Terms of Business by sending You either a notice of amendment in writing or a revised Terms of Business. Our administration fees may be subject to change and, where this is the case, You will always be advised of the applicable fee prior to being charged.
Assignment	We are entitled to assign these Terms of Business to any other Affiliate for so long as such company remains an Affiliate. Without affecting Our fiduciary duty to You We are entitled to transfer premium monies to an identical bank account held in the name of any Affiliate for so long as such company remains an Affiliate.
Entire agreement	These Terms of Business constitute the entire agreement and supersede all previous agreements, understandings, and arrangements whether in writing or oral in respect of its subject matter.