

TERMS OF BUSINESS

About Henry Seymour & Co.

Henry Seymour & Co is the trading name of Barkdene Ltd, of 223 Wickham Road, Croydon, Surrey CR0 8TG. We are an independent insurance broker, authorised and regulated by the Financial Conduct Authority under registration number 303965.

You can check this on the FCA's Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

We are not owned directly or indirectly by any insurance company, nor do we hold any shares or voting rights in any insurance company.

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.

Our products and services

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 list of the insurers we do business with is available on request.

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.

Our service to you

When you contact Henry Seymour & Co about your insurance needs, we will ask you some questions about your business and the risks you want to insure, so that we can give you information about appropriate products from our range. We will not give you advice or a personal recommendation on which product to choose, but we will give you all the information you require to enable you to make your own choice.

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.

An administration fee may be payable for certain services and this will be advised if applicable.

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.

Policy cancellation

You can cancel your policy at any time by telling us in writing. 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.

If you have a complaint

We hope you will be satisfied with our service at all times. If you are not, please let us know. We have a formal complaints procedure, which is set out in more detail later in this document. Should you wish to register a complaint, please write to Miss Plows at our address above or telephone 020 8655 0444. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. We are covered by the Financial Services Compensation Scheme (FSCS). Further information about this is at the end of this document.

Payment

We normally accept payments by BACS or by credit / debit card (excluding American Express). There may be an additional charge for paying by credit card. You may also be able to spread your payments through the insurer's instalment scheme or via a premium financing company. There may be an additional charge for credit. You will be provided with full information about your payment options and any charges to apply along with your quotation. We hold all client money as agents of the insurer.

Our Remuneration

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
- Fees for additional services including premium finance
- 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. Commercial customers are entitled, at any time, to request information regarding any commission which we have received as a result of placing your business.

Unclaimed Client Money

From time to time our clients move addresses or for other reasons lose contact with us. Where this occurs and a balance is due to a client, we will continue to hold that money as client money for a period of 6 years from the date of the transaction. After that period we will cease to hold that money as client money specifically allocated to the relevant client and may transfer it elsewhere. We will continue to maintain a list of transactions affected and undertake to make good any valid claims occurring after the 6 year period.

Important – disclosure of information by you

Your insurance is based upon the information provided to the insurance company. Unless otherwise advised by your insurer, you are subject to the following requirements:

For Consumers (individuals buying insurance wholly or mainly for purposes unrelated to their trade, business or profession) this means that you must take reasonable care to answer all questions fully and accurately. Once cover has been arranged, you must immediately notify us of any changes to the information that has been provided to your insurers. Failure to provide accurate and up to date information may invalidate your insurance cover and mean that a claim may not be paid.

All other customers are responsible to provide complete and accurate information to insurers when taking out the insurance policy, throughout the life of the policy, and when renewing the insurance. Material facts are those that are likely to affect the assessment and acceptance of the risks being insured. It is important that you ensure that all statements you make on proposal forms, claim forms and any other documents are full and accurate. Please note that if you fail to disclose any material information to your insurer, this could invalidate your insurance cover, and could mean that part or all of a claim may not be paid.

Documentation

We may keep certain documents such as your insurance policy, while we are waiting for full payment of premiums or administration charges. In these circumstances we will ensure that you receive full details of your insurance cover and will provide you with any documents which you are required to have by law.

Confidentiality

In your dealings with us you may provide information that includes data that is known as personal data. The personal data we collect will include data relating to your name, address, date of birth, wider contact details and data relating to 'health' or 'criminal offences'

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 for statistical analysis and to assess your suitability to our services (profiling) and in arranging insurance premium finance where applicable

It will also be used to manage future communications between ourselves, communicate about our products and services and where you have agreed, to market our services. You can opt out from receiving such communications services by emailing optout@henryseymour.co.uk

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 authorised partners, third parties and our market service providers such as insurers and premium finance providers where we are required or entitled to do so by law under lawful data processing,

If you require further information on how we process your data and our lawful bases for doing so, please contact our data privacy representative by emailing info@henryseymour.co.uk or by clicking on the following link to our Privacy Notice <https://www.henryseymour.co.uk/privacy-statement>

Making a claim

You can make a claim under any policy we arrange on your behalf by contacting our claims department or your insurers. Details of any helplines will be included with your policy documentation. You will receive advice on whether you need to complete a claim form and the documents that you will need to provide to support your claim. It is important that any claim or incident likely to give rise to a claim is reported to us or your insurers quickly. In certain circumstances late notification may result in your claim being rejected.

Complaints procedure

These procedures only apply with respect to “eligible complainants” that is, private individuals, businesses and charities with an annual turnover of less than £1 million or trustees of a trust with net asset values of less than £1 million.

All complaints will be referred, as soon as possible, to the Administration Director, or in the event that the Administration Director is involved in the subject matter of the complaint, to the Chief Executive.

All complainants will be sent a written acknowledgement of a complaint within five days of receipt. This acknowledgement will give the name or title of the person handling the complaint within the firm. This will usually be the Administration Director. The individual charged with investigating the complaint will have authority to settle the complaint. All complaints received, other than those resolved within 24 hours, will be investigated by the individual identified above. Complaints will be investigated so that the person charged with investigating the complaints comes to a conclusion in relation to:

- i) Whether or not the complainant is an “eligible complainant”
- ii) The merits of the complaint, if any.

Once the person charged with investigating the complaint has completed their investigations they will attempt to resolve it. Where we decide that redress is appropriate we will aim to provide you with fair compensation for any acts or omissions for which we were responsible. We will comply with any offer of redress which you accept.

Within four weeks of receiving a complaint we will write to you either with a “final response” or setting out why we are not yet in a position to give a “final response” and when you can expect to hear from us. This will be within eight weeks of receiving a complaint. Within eight weeks of receiving a complaint we will write to you either with a “final response” or if we are still not in a position to give a “final response” giving reasons for the further delay and indicating when we expect to be able to provide a “final response”. At this stage we will also explain that if you are dissatisfied with the delay, you may refer the matter to the Financial Ombudsman Service.

A “final response” is the response you will receive from us that either:

- a) Accepts the complaint, and where appropriate, offers redress; or
- b) Offers redress without accepting the complaint; or
- c) Rejects the complaint giving reasons for doing so.

When we send you a final response we will also send you information about the Financial Ombudsman Service

Compensation arrangements

You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS