

## **TERMS OF BUSINESS**

### **About Henry Seymour & Co.**

Henry Seymour & Co (Barkdene Ltd), of 223 Wickham Road, Croydon, Surrey CR0 8TG is an independent insurance broker, authorised and regulated by the Financial Services Authority. Our FSA Register no is 303965.

You can check this on the FSA's Register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

Henry Seymour & Co is a trading name of Barkdene Ltd. We are not owned directly or indirectly by any insurance company, nor do we hold any shares or voting rights in any insurance company.

### **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.

### **Our service to you**

When you contact Henry Seymour 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. An administration fee may be payable for certain services and this will be advised if applicable.

### **Policy cancellation**

Your insurance contract may include a cancellation clause. 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 this amount is less than £25, no refund will be given.

### **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 payment by guaranteed cheque or by credit / debit card (excluding American Express). There may be an additional charge for paying by credit / debit 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. We will give you full information about your payment options and any charges to apply when we discuss your insurance in detail. We hold all client money as agents of the insurer.

### **Customer's duty**

You are responsible to provide complete and accurate information to insurers when you take out your insurance policy, throughout the life of your policy, and when you renew your 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**

All personal information about you will be treated as private and confidential. We will only use and disclose the information we have about you in the normal course of arranging and administering your insurance, and will not disclose any information to any other parties without your consent. We may use information we hold about you to provide information to you about other products and services which we offer or which we feel may be appropriate to you. We may provide information about you to other companies in our group for marketing purposes or so that they can provide you with details of products which may be suitable for you. We may pass information about you to credit reference agencies for the purpose of arranging payments by instalments, and may also pass them details of your payment record with us. Henry Seymour & Co is registered under the Data Protection Act 1998. You have the right to see personal information about you that we hold in our records. If you decide you no longer wish to receive marketing information from us, or for us to disclose information about you to other parties for marketing purposes, please write to us at 223 Wickham Road, Croydon, Surrey CR0 8TG.

### **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 valued 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.