



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

VAN SAVER INSURANCE 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.

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 the trading name of Barkdene Ltd, of Chancery House, St Nicholas Way, Sutton, Surrey SM1 1JB. We are an independent insurance broker, authorised and regulated by the Financial Conduct Authority under registration number 303965.

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 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 We are proud of Our service which puts You, the customer, at the heart of everything We do. We are committed to treating all customers fairly in all of Our dealings with You. 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 do not give advice nor do We give personal recommendations when arranging, amending or renewing Your insurance. We will provide You with the most competitive quotation obtained from a limited range of insurance products from a limited number of insurers that We believe meet the demands and needs that You have told Us about. You will then need to make Your own choice about how to proceed.

Whilst 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. We regularly review the list of insurance companies whose policies We may offer You to ensure that You can get competitively priced quotations. A full list of the current insurers We deal with is available from:

www.tradesmansaver.co.uk/vansaver/policy-documents/

We may be able to offer finance for insurance instalments through Close Brothers Limited trading as Close Brothers Premium Finance. We will give You further information about this before We finalise Your instalment arrangements.

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 nor recommendation is given at the 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 are 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.

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.

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.

Payment for Our services

We will receive Our remuneration by one or more of the following 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

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. Please refer to the Fees and charges section below for a full list of fees and charges that may be applied and the circumstances when they will be charged.

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

Fees and charges

In addition to the premium that You pay for Your insurance, You may also have to pay additional fees and charges for certain services We provide in relation to setting up, administering, amending and cancelling Your insurance. Please refer to the table below for the amounts applicable for each such event.

Purchase via telephone (added to Your policy administration fee, if applicable)	£25
Direct debit set up fee	£25
Mid-term adjustment prior to inception	£25
Mid-term adjustment after inception	£50
Cancellation charge prior to inception	£25
Cancellation charge up to 14 days	£25
Cancellation after 14 days	£50
Green card charge	£25

Keeping Your money safe

In line with FCA rules, We collect and hold Your premiums, and any refunds due to You, as agent of the insurer in a separate trust account. All monies collected by Us and due to the insurer are treated as having been received by the insurer with which Your insurance has been arranged. This is known as Risk Transfer.

Where commission and/or fees due to Us are included in the premiums that You pay Us, We are entitled to withdraw these amounts for Our own benefit before We pay the premium to the insurer.

If We become insolvent, insurers will have a prior claim to the money held in this account per their interests.

Credit searches and references

We and other firms involved in arranging Your insurance, 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 may appear on Your credit report whether or not Your application proceeds.

Anti-fraud registers

We will pass details to the Claims and Underwriting Exchange Register (CUE) and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR), run by the Motor Insurers' Bureau (MIB), to check the information provided and prevent fraudulent claims. When dealing with Your request for insurance these registers may be searched. If We identify a discrepancy on the aforementioned registers which does not correspond to the information You have provided, We will apply the correct information. Where applicable, Your insurer may charge an additional premium.

Where as a result of Us applying the correct information, Your insurer cancels cover, We will calculate any refund of premium in accordance with the 'Cancelling Your Insurance' section of this document.

Under the conditions of Your policy, You must inform Us of any incident (such as an accident or a theft) which may, or may not, give rise to a claim. When You inform Us of an incident, We'll pass the information relating to it to the registers.

Motor Insurers Database (MID)

We will add details of Your insurance policy to the MID. This will be stored during the term of Your policy and can be used by authorised bodies such as the DVLA, DVANI, police, Insurance Fraud Bureau and other bodies permitted by law. This includes, but is not limited to, Electronic Licencing, Continuous Insurance Enforcement and Law Enforcement, which is for the purposes of preventing, detecting, apprehension and prosecution of offenders. It can take up to 5 working days from when Your policy has been checked, verified, and incepted before You may see Your vehicle details appear on the MID. Please ensure that We have the correct registration on Your policy as this could invalidate Your insurance or could lead to You having Your vehicle seized by the police. You can check that Your correct registration number details are shown on the MID at www.askmid.com.

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:

<https://uk.legal.trustpilot.com/for-reviewers/end-user-privacy-terms>

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, by writing to Us at the address shown above or by telephoning 0800 1218748.

How We process Your personal data is detailed further in Our Privacy Notice:

<https://www.henryseymour.co.uk/privacy-statement>.

Your responsibilities

Your duty of care – All customers

You must answer all questions We ask You honestly and fully to the best of Your knowledge when You apply for insurance, make changes to Your policy or renew it.

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 unsure or do not know how to answer any particular question, You should make reasonable efforts to find out the information needed to enable You to answer the question correctly. If You cannot find what You need, please contact Us.

You must check the information You have provided to Us before You purchase Your insurance. Any mistakes must be amended before You purchase Your policy. Please note that some changes You make may result in a change of premium and alter the level of cover provided under Your policy.

It is an offence under the Road Traffic Act to make false statements or withhold relevant information to obtain a Certificate of Motor Insurance. Please note, under the Rehabilitation of Offenders Act 1974, You do not need to tell Us about convictions that are regarded as spent.

Commercial customers only – In addition to the above general duty of care, 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.

Under the conditions of Your policy, You must tell insurers about any incident (such as an accident or theft) which may or may not give rise to a claim. We may also respond to enquiries by the Police concerning Your policy in the normal course of their investigations. Where it is necessary to administer Your policy efficiently or to protect Your interest, We may disclose the data You have supplied to Us to other third parties such as solicitors, loss adjusters, loss assessors or other insurers. You should show this notice to anyone insured under the policy, about whom personal information has been supplied.

Providing documents

To ensure that We can provide You with the most competitive quotations and to help combat insurance fraud, We may ask You to provide certain documents to confirm the information You have provided to Us. If We ask You for any documents these must be received by Us within 21 days of You taking out Your policy.

The documents We may ask for include, but are not limited to:

- Copies of driving licences for all parties to be insured on the policy
- Confirmation of Your no claims discount entitlement

Further information about the documents We may ask for can be found on Our website:

www.tradesmansaver.co.uk/vansaver/policy-documents

If We identify a discrepancy with the information provided, We will apply the correct information. This may result in the insurer charging an additional premium. We will also apply the appropriate administration charge as set out in Fees and Charges section in this document.

If We do not receive the documents within 21 days, Your policy may be cancelled and We will apply additional charges as set out in the Fees and Charges and Cancelling Your insurance sections of this document.

Checking Your documents

For Your convenience and security, We will upload Your policy documents to Our secure online portal. This means that You will have easy access to them and You can download and print copies if You need to. You should check Your documents as soon as they are available to ensure that the cover meets Your needs.

Awareness of policy terms

The documents that We send You will set out the basis on which Your insurance policy has been set up. Please check all of the information You have provided to ensure that it is complete and accurate. If You identify any errors or omissions, please contact Us right away.

Checking Your cover

You can read or download a copy of the Policy wording online. Please check that the cover provided meets Your needs. The cover provided is based on the information You provide Us and it is Your responsibility to ensure that You provide accurate and complete information when You obtain a quotation, amend cover or renew Your policy.

Road Traffic Act

To comply with Road Traffic Act legislation, before You use, or permit to be used, a motor vehicle on a public highway. You must be in possession of a valid certificate of motor insurance.

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. Please contact Our customer services team on 0800 121 8748 if You want Us to take Your payment from a different card.

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.

Making a claim

You must familiarise Yourself with the required procedures for making a claim as set out in Your policy documentation. Generally, You should notify Your insurer immediately of a claim or any circumstance You are aware of that may lead to a claim being made. If We act on Your behalf in respect of a claim, We will act with due care and skill. If We act on behalf of the insurer in respect of a claim, We will tell You that We are acting on their behalf, not Yourself, before Your insurance arrangements are concluded and also when You make a claim.

Payments and refunds

Unless You have arranged to pay Your premium by a formally agreed instalment plan, all premiums are due on the date that cover is arranged, amended or renewed. We only accept credit and debit cards (excluding American Express).

Any refund due will be credited back to the credit or debit card from which it was collected. Please allow up to 28 days for the receipt of Your refund.

We do not accept liability for cancellation of Your insurance by insurers for late or non-payment of premiums by You.

The premium charged for Your policy only applies for the current year. Your renewal premium may be higher.

Withholding documents

We reserve the right to withhold certain documents until any payments due have been made. We will provide any documents that You are required to have by law. If Your credit agreement requires You to pay a deposit, You must pay that to Us or Your policy may not be valid.

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 0800 121 8748

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 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.

Cancelling Your insurance

You can cancel Your policy at any time during the period of cover. The exact cancellation terms will depend on when You request cancellation and the specific terms and conditions applied by Your insurer.

If You are thinking of cancelling Your insurance, please contact Us on 0800 121 8748 to discuss this as other options may be available. Your insurer may require You to notify them in writing if You wish to cancel. Please check Your documents to see if this applies to You. Cancelling Your direct debit will not cancel Your insurance but You may incur additional fees if You do so.

You have a statutory right to withdraw from Your insurance policy within 14 days of incepting or renewing Your policy or receiving Your policy documents, whichever is the later as long as no claims have been made during this period. We will charge You a cancellation fee as shown in the table in the Fees and Charges section above. Your insurer will charge You for the period for which You have been on cover and they may also charge an administration fee provided You have not incurred any claims during this period.

If You wish to cancel Your policy after 14 days, We will still charge Our cancellation fee and Your insurer will charge You for the period of time You have been in cover. Please see the table below for typical cancellation charges. Please note these may vary between insurers.

Months(s) on Cover	2	2	3	4	5	6	7	8+
% of Premium Due	30%	40%	50%	60%	70%	80%	90%	100%

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.

Applicable law

These Terms of Business are governed by the laws of England and Wales and all parties agree by accepting them that any dispute arising from them will be subject to the exclusive jurisdiction of the English Courts.

Statutory Rights

Your acceptance of and agreement to these Terms of Business does not affect Your statutory rights.