

Henderson Insurance (NE) Limited of 36 Blind Lane, Silksworth, Sunderland. SR3 1AT.
info@hendersoninsurance.co.uk 0191 523 5001.

Registered in England and Wales. No. 7419893. Registered office as above.

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. We draw your particular attention to:

- The section headed 'Use of personal data' and specifically the paragraph explaining how 'sensitive personal data' will be used; and
- The section headed 'Handling money', which explains our terms for handling client money in a Non-Statutory Trust account;
- The section headed 'Credit checks' which explains that credit checks may be conducted.

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 36 Blind Lane, Silksworth, Sunderland. SR3 1AT.

The Financial Conduct Authority

Henderson Insurance (NE) Limited is authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 541957.

Our permitted business is advising, arranging and 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.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

Our service

Helping you to decide

Our role is to advise you in relation to the insurance and, after we have assessed your needs, to make a suitable recommendation. Where we can offer the availability of an instalment facility in order to pay the insurance premium by regular premiums, we do not offer advice in relation to this but we may ask some questions to narrow down the selection of options available; you will then need to make your own choice about how to proceed.

The capacity in which we act for you

We shall act as your agent unless we advise you otherwise.

Our product range and the range of insurers used

We select personal and commercial insurances from a range of insurers, but for certain products, we only select products from a limited number of insurers or only offer products from a single insurer. We will give you further information about this before we finalise your insurance arrangements; where we select products from a limited number of insurers you may ask us for a list of the insurers we deal with for these products. We may be able to offer finance for insurance instalments through the insurer or Close Premium Finance. We will give you further information about this before we finalise your instalment arrangements. Our products are available to residents of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

If we propose using another intermediary to help place your business, we will confirm this to you in good time before any arrangements are finalised.

We will not in any circumstance guarantee the solvency of any insurer.

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 Directors, at the address shown above
by phone... Telephone 0191 5235001
by email... info@hendersoninsurance.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 (except in the case of a business employing 10 persons or more and with a turnover or annual balance sheet total exceeding €2 million, a charity

with an annual income of £1m or more or trustees of a trust with a net asset value of £1m or more). For further information you can visit FOS website www.financial-ombudsman.org.uk.

We are covered by the Financial Services Compensation Scheme (FSCS). 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
 - 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 normally receive commission from insurers, product providers and where applicable finance providers. In good time before the conclusion of each insurance contract, or upon renewal, we will remind you of your right to be informed of the level of commission which we receive from underwriters. You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business. We also charge you for handling your insurances as follows, unless we decide to reduce these at our discretion:

- New Business Quotes – no charge
- New Policy Arrangement Fee – identified at quotation stage
- Late Payment Charge - £10 per payment
- Bank Charges for a cheque not honoured – £10
- Arrange Uninsured Loss Recovery Service – zero
- Setting up a credit agreement in relation to instalment facilities – zero
- Cancellation of credit agreement – zero
- Prepare, Dispatch, Arrange / Re-Broke Your Insurance Renewal;
 - Private Car & Commercial Vehicle - £30,
 - Annual Taxi & Motor Trade - £50,
 - Short Period Taxi - £25,
 - Property Owners & Commercial Package - £25,
 - Small Liability (premium up to £200) - £25,
 - Other Commercial, Fleet & Liability Policies;
 - Premium up to £500 - £50
 - Premium over £500 - up to 15% of the policy premium including IPT (Insurance Premium Tax)
- Mid Term Adjustments - up to £50, plus any commission repayable, at the policy percentage rate (available on request), will be retained on return premiums in the event that a mid-term adjustment leads to a reduction in the premium
- Duplicate Documents – no charge by us, however some insurers may make a charge
- Cancellations – see cancellation of insurances below

You will receive a quotation, before your insurance arrangements are concluded, which will tell you the total price to be paid including IPT (Insurance Premium Tax) at the current rate. Any charges or fees will be identified separately from the premium.

You also agree where you elect to pay the premium by instalments to us that payments will be made on the dates they are due and failure to make payments on agreed dates will be subject to a late payment charge as detailed above. Where premium finance / direct debit has been arranged on your behalf the terms of the agreement between you and the provider will be set out by the lender.

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

Handling money

We act as agents of the insurer in collecting premiums and handling refunds due to clients. Such monies are deemed to be held by the insurer(s) with which your insurance is arranged.

Cancellation of insurances

You should make any request for the cancellation of a policy in writing and any relevant certificate of insurance may need to be returned to. Cancelling your direct debit does not cancel your policy.

Details of your option to cancel the policy up to 14 days after you receive the policy documents are shown within the policy summary and policy booklet, and are subject to the appropriate insurer charges plus our administration charge of £25.00.

If the policy is cancelled after this period and before the policy's normal expiry date an administration charge of £40.00 applies. We may also retain any commissions, at the policy percentage rate (available on request), we are required to pay back to the insurer to cover our administration costs. Our charges, arrangement fees and late payment charges are not subject to refund.

You will be required to remit any outstanding balance within 14 days of our advice to you. Any return premium allowed by the Insurer will be deducted from any outstanding amount. These terms also apply where premium finance has been arranged by us on your behalf.

The terms of your policy may allow insurers to retain the premium in full or to charge short-period premiums in the event of cancellation before the policy expires. A return premium may not be allowed if a claim has occurred within the current policy period.

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 or a later date if requested.

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, together with all fees charged by us for services provided.

Your responsibilities

You are responsible for providing complete and accurate information which insurers require in connection with any proposal for insurance cover. You have a duty to give a fair presentation of risk to the insurer. 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. It 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.

You must check all details on any proposal form or Statement of Facts and pay particular attention to any declaration you may be asked to sign. It is important that you read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention must be paid to any warranties, endorsements and conditions as failure to comply with them could invalidate your policy or mean that claims may not be paid.

You must inform us immediately of any changes in circumstances which may affect the services provided by us or the cover provided by your policy. If you are unsure about any matter, please contact us for guidance.

Use of personal data

We will process any personal information we obtain in the course of providing our services to you in accordance with the Data Protection Act 1998 and in line with our Data Protection Policy. In administering your insurances, and where applicable arranging premium finance, it will be necessary for us to pass such information to insurers and other relevant product or service providers which may also provide us with business and compliance support.

We may also disclose details to relevant parties, as necessary, to comply with regulatory or legal requirements. We may contact you in order to promote products or services which may be of interest to you. We will not otherwise use or disclose the personal information we hold without your consent.

Some of the details you may be asked to give us, such as information about offences or medical conditions, are defined by the Act as sensitive personal data. By giving us such information, you signify your consent to its being processed by us in arranging and administering your insurances.

Subject to certain exceptions, you will be entitled to have access to your personal and sensitive personal data. If at any time you wish us, or any company associated with us, to cease processing any of the personal data or sensitive personal data we hold, or to cease contacting you about products and services, please write to The Directors at the address above.

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. To ensure our insurers and credit providers have the necessary facts to assess your insurance risk, verify your identity, to help prevent fraud and to provide you with their best premium and payment options, they may obtain information from third parties at quotation and renewal and in certain circumstances where policy amendments are requested. This information includes a quotation search from a credit referencing agency. This search will appear on your credit report and will be visible to other credit providers. It will be clear that this is a quotation rather than a credit application by you to pay by monthly instalments.

You automatically agree to the above unless you instruct us otherwise.

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.

Claims handling arrangements

You should take note of the required procedures in the event of a claim, which will be explained in the policy documentation. Generally, insurers require immediate notification of a claim or circumstances which might lead to a claim. We will employ due care and skill if we act on your behalf in respect of a claim. The information below is provided to assist you in the event of a claim.

How to make a claim on your insurance policy(Or report an incident)

In the event of you wishing to make a claim or report an incident your first point of contact should be ourselves whereupon we shall advise you of the correct claims procedure in relation to your policy. Should you need assistance outside our normal hours of business most insurance companies have twenty-four hour helplines with the telephone number generally listed on your documents or in your policy booklet.

You are reminded that it is a condition of your policy that all incidents, which may give rise to a claim, are reported as soon as possible after the occurrence. This is particularly important on motor insurance and liability policies.

Exchange of Information

Insurers pass information to the Claims and Underwriting Exchange (CUE), run by Insurance Database Services Ltd (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR), run by the Association of British Insurers (ABI). The aim is to help insurers to check information provided and also to prevent fraudulent claims. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell us about an incident, the insurer will pass information relating to it to the registers.

It is a condition of incepting or renewing your policy that you agree to the information on your application form and any incidents you tell us about being passed to IDS Ltd. It is also a condition of renewing / incepting your policy that you agree that IDS may pass us information it has received from other insurers about incidents you have been involved in.

For motor insurance your insurance cover details will be added to the Motor Insurance Database, run by the Motor Insurers' Information Centre (MIIC). This has been set up to help identify uninsured drivers, and may be searched by the Police to help confirm who is insured to drive. If there is an accident, the Database may be used by insurers, MIIC and the Motor Insurers' Bureau to identify relevant policy information. You can ask us for more information about this.