

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.

Commercial Terms of Business & Privacy Notice

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 'The processing of your personal data', specifically the sub-section titled 'Credit Checks';
- The section headed 'Handling money', which explains our terms for handling client money in a Non-Statutory Trust account.

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 and, after we have assessed your needs, to provide you with a personal recommendation explaining why the insurance product recommended best meets your requirement. Where we can offer the availability of an instalment facility in order to pay the insurance premium by regular payments, we do not offer advice or make personal recommendations 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 act as 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.

Scope of service including 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. For Vehicle Breakdown and Commercial Legal Expenses we only offer these products from a single provider; Auto Legal Protection Services Ltd. 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 and premium finance providers. 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.

- Any commission we receive will be paid by the insurer or product provider from the insurance premium
- Any commission we receive from the premium finance provider will be paid from the finance repayment

We also charge you for handling your insurances and arranging your premium finance 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.

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, contact details and '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 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 info@hendersoninsurance.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 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, 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@hendersoninsurance.co.uk or by writing to 36 Blind Lane, Sunderland, SR3 1AT or by telephoning 0191 523500. How we process your personal data is detailed further within our Privacy Notice.

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. Alternatively you can contact our Accident Assistance Line, operated by Winns Solicitors, on 03445761610. (Please also let us know if you take this course of action).

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.

Average (in the event of a claim)

The term average means that if the sum insured at the time of a loss is less than the insurable value of the insured property, the amount claimed under the policy will be reduced in proportion to the under insurance.

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.

For motor insurance you should show this notice to anyone insured to drive the vehicle covered under the policy.

PRIVACY NOTICE

ABOUT US

We, Henderson Insurance (NE) Limited (also referred to as “we”, “us”, or “our”) are a registered company in England (Company no. 7419893). **Our** registered address is 36 Blind Lane, Silksworth, Sunderland, SR3 1AT.

The PURPOSE OF THIS NOTICE

This Notice is designed to help you understand what kind of information **we** collect in connection with **our** products and services and how **we** will process and use this information. In the course of providing you with products and services **we** will collect and process information that is commonly known as personal data.

This Notice describes how **we** collect, use, share, retain and safeguard personal data.

This Notice sets out your individual rights; we explain these later in the Notice but in summary these rights include your right to know what data is held about you, how this data is processed and how you can place restrictions on the use of your data.

WHAT IS PERSONAL DATA?

Personal data is information relating to an identified or identifiable natural person. Examples include an individual's name, age, address, date of birth, their gender and contact details.

Personal data may contain information which is known as special categories of personal data. This may be information relating to an individual's health, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic and biometric data, or data relating to or sexual orientation.

Personal data may also contain data relating to criminal convictions and offences.

For the purposes of safeguarding and processing criminal conviction and offence data responsibly, this data is treated in the same manner as special categories of personal data, where we are legally required to comply with specific data processing requirements.

PERSONAL DATA WE COLLECT

In order for **us** to arrange and administer insurance for you **we** will collect and process personal data about **you**. **We** will also collect your personal data where you request information about **our** services, customer events, promotions and campaigns.

We may also need to collect personal data relating to others in order to arrange and administer insurance. In most circumstances, you will provide **us** with this information. Where you disclose the personal data of others, you must ensure you are entitled to do so.

You may provide **us** with personal data when completing online quote or contact forms, when you contact **us** via the telephone, when writing to **us** directly or where **we** provide you with paper based forms for completion or we complete a form in conjunction with you.

We will share your personal data within **our** firm and with business partners. This is normal practice within the insurance industry where it is necessary to share information in order to place, quantify and underwrite risks, to assess overall risk exposure and to process claims. It is also necessary to determine the premium payable and to administer **our** business.

We also share personal data with authorised third parties, this is necessary where **we** are required to do so by law, where **we** need to administer **our** business, to quote for, source, place and administer your insurances, including arranging insurance premium finance, to perform underwriting activities and to process claims. Some examples follow:

- Insurers;
- Underwriters;
- Premium finance providers;
- Credit reference agencies;
- Debt recovery agencies;
- Claims handling companies;
- Loss adjusters;
- Insurance brokers;
- Reinsurers;
- Regulators.

We will collect your personal data when you visit **our** website, where **we** will collect your unique online electronic identifier; this is commonly known as an IP address.

We will also collect electronic personal data when you first visit **our** website where **we** will place a small text file that is commonly known as a cookie on your computer. Cookies are used to identify visitors and to simplify accessibility, and to monitor visitor behaviour when viewing website content, navigating **our** website and when using features. For more information please see our website.

We may record your communications with **us** when contacting **our** customer care, complaints and other customer focused functions.

Where **we** collect data directly from you, **we** are considered to be the controller of that data i.e. **we** are the data controller. Where **we** use third parties to process your data, these parties are known as processors of your personal data. Where there are other parties involved in underwriting or administering your insurance they may also process your data in which circumstance **we** will be a joint data controller of your personal data.

A data 'controller' means the individual or organisation which, alone or jointly with others, determines the purposes and means of the processing of personal data.

A data 'processor' means the individual or organisation which processes personal data on behalf of the controller.

As a provider of insurance services, **we** will process the following categories of data:

- Personal data such as an individual's name, address, date of birth, gender, contact details and details of historic claims
- Special categories of personal data such as health and details on historic claims resulting in injury (physical and physiological)
- Data relating to criminal convictions and offences such as details of driving offences or insurance fraud

If you object to the collection, sharing and use of your personal data **we** may be unable to provide you with **our** products and services.

For the purposes of meeting the Data Protection Act 2018 territorial scope requirements, the United Kingdom is identified as the named territory where the processing of personal data takes place.

If you require more information about **our** insurance processes or further details on how **we** collect personal data and with whom **we** share data with, please contact **our** 'data privacy representative' by e-mailing info@hendersoninsurance.co.uk.

WHY DO WE NEED YOUR PERSONAL DATA?

We will use your personal data for the performance of our contract with you, to quote for and provide you with insurance products and services, to process claims and renewals, to administer your policy and **our** business, to respond to any requests from you about services **we** provide and to process complaints.

We will use the special category and criminal conviction data we collect about you for the performance of our contract with you which is deemed to be necessary for reasons of substantial public interest. This allows us to quote for and provide you with insurance products and services, to process claims and renewals and to administer your policy.

In purchasing **our** products and services you should understand that you are forming a contract with **us**. If you contact **us** for a quote or request details on the services **we** provide, **we** consider ourselves as having a legitimate business interest to provide you with further information about **our** services.

In some situations **we** may request your consent to market **our** products and services to you, to share your data or to transfer your data outside the European Economic Area. Where **we** require consent, your rights and what you are consenting to will be clearly communicated to you. Where you provide consent, you can withdraw this at any time by contacting **our** data privacy representative.

We will retain your personal data at the end of any contractual agreement for a period of six years from expiry including special category and criminal conviction data. Where you have submitted a claim, we will retain your data for a period of six years if it is a non-injury claim; where an individual has been injured (physical and physiological), we will retain your data for fifteen years, unless the claim involves a minor whereby we shall follow the Limitation Act. Where you have requested a quote or contacted **us** for details of **our** services and products, **we** will retain your personal data for three years. However if you were a client within the last six years this will be attached to your previous record and the time limit above will apply. Where you make a complaint we will retain the data for six years from closure. Where you or law enforcement agencies inform us about any active investigation or potential criminal prosecution, we will comply with legal requirements when retaining this data.

The retaining of data is necessary where required for contractual, legal or regulatory purposes or for our legitimate business interests and marketing purposes.

Sometimes **we** may need to retain your data for longer, for example if **we** are representing you or defending ourselves in a legal dispute or as required by law or where evidence exists that a future claim may occur.

You should be aware that **we** use automated decision making (services/tools and techniques) to check for customer suitability to **our** products, for example **we** might perform a credit search to check an individual's solvency and credit rating.

Please contact **our** data privacy representative if you object to the use of, or you have any questions relating to the use of, your data, the retention of your personal data. You can opt out of receiving marketing services by e-mailing info@hendersoninsurance.co.uk.

YOUR RIGHTS

Individuals are provided with legal rights governing the use of their personal data. These grant individuals the right to understand what personal data relating to them is held, for what purpose, how it is collected and used, with whom it is shared, where it is located, to object to its processing, to have the data corrected if inaccurate, to take copies of the data and to place restrictions on its processing. Individuals can also request the deletion of their personal data.

These rights are known as Individual Rights under the Data Protection Act 2018. The following list details these rights:

- The **right to be informed** about the personal data being processed;
- The **right of access** to your personal data;
- The **right to object** to the processing of your personal data;
- The **right to restrict** the processing of your personal data;
- The **right to rectification** of your personal data;
- The **right to erasure** of your personal data;
- The **right to data portability** (to receive an electronic copy of your personal data);
- Rights relating to automated decision making including profiling.

Individuals can exercise their Individual Rights at any time. As mandated by law **we** will not charge a fee to process these requests, however if your request is considered to be repetitive, wholly unfounded and/or excessive, **we** are entitled to charge a reasonable administration fee.

In exercising your Individual Rights, you should understand that in some situations **we** may be unable to fully meet your request, for example if you make a request for **us** to delete all your personal data, **we** may be required to retain some data for taxation, prevention of crime and for regulatory and other statutory purposes.

You should understand that when exercising your rights, a substantial public or vital interest may take precedence over any request you make. In addition, where these interests apply, we are required by law to grant access to this data for law enforcement, legal and/or health related matters.

The flow of data within the insurance sector is complex and **we** ask you to keep this in mind when exercising your 'rights of access' to your information. Where **we** may be reliant on other organisations to help satisfy your request this may impact on timescales.

If you require further information on your Individual Rights or you wish to exercise your Individual Rights, please contact **our** data privacy representative by e-mailing info@hendersoninsurance.co.uk or by writing to 36 Blind Lane, Sunderland, SR3 1AT.

PROTECTING YOUR DATA

We will take all appropriate technical and organisational steps to protect the confidentiality, integrity, availability and authenticity of your data, including when sharing your data within our firm and authorised third parties.

DATA PRIVACY REPRESENTATIVE

To ensure data privacy and protection has appropriate focus within our organisation we have a Data Privacy Representative, Peter Adamson, who is also a director.

COMPLAINTS

If you are dissatisfied with any aspect of the way in which we process your personal data please contact **our** data privacy representative. You also have the right to complain to the UK's data protection supervisory authority, the Information Commissioner's Office (ICO). The ICO may be contacted via its website which is <https://ico.org.uk/concerns/>, by [live chat](#) or by calling their helpline on 0303 123 1113.

HOW TO CONTACT US

If you have any questions regarding this Notice, the use of your data and your Individual Rights please contact **our** data privacy representative at 36 Blind Lane, Sunderland, SR3 1AT or by e-mailing info@hendersoninsurance.co.uk or by telephoning 0191 5235001.