

# A.S.E Insurance Agency (UK) Limited

The Old Post Office  
2 Mill Road  
Maldon  
Essex CM9 5HZ

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Telephone: 01621 851916  
asecontact@aseinsurance.co.uk  
www.aseinsurance.co.uk

## TERMS OF BUSINESS

### About us

A.S.E. Insurance Agency (UK) Limited is an independent insurance broker who arrange Professional Indemnity Insurance for the professionals within the construction industry dealing with a number of Insurance Companies.

A.S.E. Insurance Agency (UK) Limited is authorised and regulated by the Financial Conduct Authority. ("FCA") Our FCA Register number is: 300595

Our permitted business is advising on and arranging general insurance contracts.

You can check this on the Financial Conduct Authority register by visiting their website on [www.fca.org.uk/firms/financial-services-register](http://www.fca.org.uk/firms/financial-services-register) or by contacting them on: 0300 500 8082

The Financial Conduct Authority regulates sales, advisory and service standards, to make sure that general insurance customers are treated fairly.

### What we do

We pride ourselves on being an independent experienced broker that puts the needs of our customers first. We are fully committed to getting you the best possible cover available to meet your needs and committed to ensuring you fully understand the services and cover that we are offering to you.

Our services include:-

- Advising you on your insurance needs
- Arranging insurance policies with insurers in order to meet those needs
- Making mid term changes to your policy
- Provide associated risk management services
- Assisting you with claims

### Financial Crime

We are obliged by our governing body, the Financial Conduct Authority, to conduct reasonable due diligence to protect us and our clients against the risk of financial crime. We therefore reserve the right to conduct an electronic money laundering check on each client. However, you should be aware that as a result of this, it will leave a 'soft footprint'. This means that there will be no impact on an individual's credit file and would not be seen by any company conducting a credit check on you.

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Authorised and regulated by the Financial Conduct Authority

Registered In England No: 3276621 Registered Office: 34 Lime Street, Second Floor, London EC3M 7AT

We are obliged to report evidence or suspicion of financial crime to the relevant authorities at the earliest reasonable opportunity.

### **Payment and Charges**

Full premiums may be paid to us by BACS or cheque made payable to A.S.E. Insurance Agency (UK) Limited.

Extended payment facilities are available on request.

Where we offer payment over six or ten instalments, these would be arranged with an external credit agency and your attention is drawn to the following.

- We will be acting as a credit broker
- We have relationships with only a limited number of potential funders.
- We are able to introduce you as the customer to these funders but are not impartial and cannot provide independent advice to you as to the suitability of any finance which may be provided by the funders.
- You should ensure that you have considered what alternative finance options are available to you elsewhere before agreeing to sign the finance agreement.
- We will receive a commission payment from the funder if a finance agreement is signed. The commission is calculated as a percentage of the amount being financed; this will be shown in the finance calculations.

In addition to the premiums and fees charged by Insurers, a further service fee may be added at our discretion to cover the administration of your insurance.

The specific charge and purpose of any additional charges will always be advised to you in advance.

We are remunerated from fees agreed with you, commission paid to us by insurers and commission paid to us by product providers such as premium finance companies. Any fees will be clearly disclosed before you commit to purchasing the product. Commission and fees are earned for the policy period and are non-refundable.

### **Handling Money**

All money belonging to clients is segregated from funds belonging to A.S.E. Insurance Agency (UK) Limited and is held in a client account which is identified as a trust account. When we receive money from you for your insurance, we will hold it in the client account until we make payment on your behalf for the insurance that you have agreed to. If we receive money payable to you we arrange for a BACS transfer to your nominated bank account.

Any Interest earned on monies held in such a Statutory Trust account will be retained by us.

### **Claims**

You must notify us as soon as possible of any loss, claim or circumstance which falls within the provisions of your insurance contract. Failure to notify Insurers promptly may entitle them to reject your

claim. You should not admit liability or agree to any course of action until you have obtained agreement from your Insurer.

When we receive notification of an incident that might give rise to a claim under your policy, we will inform the insurer without delay and in any event, within three working days.

We will advise you promptly of Insurers' requirements concerning claims, including the provision, as soon as possible, of information required to establish the nature and extent of a loss.

We will notify you of any request for information we receive from your Insurers. Please also refer to your policy document for the insurers claims helpline numbers.

**The parties to a contract of insurance covering a risk situation in the United Kingdom are permitted to choose the law applicable to the contract. English Law will govern your insurance.**

### **Conflicts of Interest**

Occasions can arise where we, or one of our other customers, will have some form of interest in business that we are transacting for you. If and when we become aware that our interests, or those of one of our other customers, may conflict with your interests, we will inform you and obtain your consent before we carry out your instructions. If we can continue to act for you, we will tell you how we will ensure your interests are protected. On occasion we may have to cease acting for you, but we will help you find advice from elsewhere, if you want us to.

### **What we expect from you, the Customer**

It is your responsibility 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.

It is important that you ensure that all statements you make on Proposal Forms, Claim Forms and other documents are full and accurate and are disclosed in a clear and accessible manner.

All premiums must be paid promptly within the terms stated on your invoice. If you are paying the amount in full, this must be received promptly within 14 days of the invoice date. If you are paying via two instalments, the first instalment is due immediately upon your renewal date with the second instalment due one calendar month later.

Where premium is payable to an insurer by a certain date, you will pay us in sufficient time for us to clear those funds and make the payment to the insurer by the relevant date. We will not be responsible or liable for the payment of premium on your behalf and will not make any payment to insurers where we have not received cleared funds from you.

Where we introduce you to our preferred premium finance company your details will be passed onto them at inception and when you renew. Any queries about the finance provider's terms and conditions should in the first instance be addressed to them. Upon receiving your acceptance to pay for insurance premiums through the finance provider, we will instruct them to proceed with your application for credit. This process will involve the provider searching public information that a credit reference agency holds about you and any previous payment history you have with that provider. If any direct debit or

other payment due in respect of any credit agreement you enter into to pay insurance premiums is not met when presented for payment or if you end the credit agreement, we will be informed of such events by the finance provider. If the outstanding balance is not settled, we are contractually obliged by the finance provider to notify your insurer to cancel the policy.

If payment is not received from you in accordance with the above terms, your insurer may be forced to cancel or lapse the relevant policy/policies, which could mean that part or all of a claim may not be paid. You may also be in breach of legally required insurance cover.

### **Cancelled Policies**

Policy cancellation and premium returns will only be granted by the Insurer in exceptional circumstances. If you wish to cancel your policy then you will need to return the policy document and current certificate of insurance (if applicable) and confirm your cancellation instructions. Subject to the cancellation terms of your policy, a refund of premium may be available. Details of any applicable cancellation terms and charges will be found in your policy documents. Our commission and/or fees are fully earned from the date insurance cover commences and will not be refundable in the event of cancellation, avoidance or early termination of a policy. Such premiums will be returned to you net of our commission.

### **What to do if you have a complaint**

It is our intention to provide you with a high level of customer service at all times

Should you, or someone on your behalf, wish to register a complaint about our service we have a formal complaints procedure. In the first instance you should contact us in writing or by telephone.

Please address your complaint to:

Complaints Manager  
A.S.E. Insurance Agency (UK) Limited  
The Old Post Office  
2 Mill Road  
Maldon  
Essex CM9 5HZ

Telephone No : 01621 851916  
Email : [simon@aseinsurance.co.uk](mailto:simon@aseinsurance.co.uk)

If you cannot settle a complaint with us, you may be entitled to refer it to the Financial Ombudsman Service ("FOS"), contact details of which are as follows:

- [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)
- Phone-0800 023 4 567
- Email-complaint.info@financial-ombudsman.org.uk

We are covered by the Financial Services Compensation Scheme ("FSCS"). You may be entitled to compensation from this scheme 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 90% of the claim, without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS

### **General Data Protection Regulations**

We will process your data responsibly, fairly and in strict accordance with the General Data Protection Regulations (GDPR) effective 25th May 2018. These regulations replace the Data Protection Act 1998 (DPA) and require wider disclosure of compliance than the previous DPA, including (but not limited to):

- Our lawful bases of processing;
- The information we collect, how we use and share that information;
- How long we keep information,
- Your rights as an individual data subject.

As with many organisations, and to ensure Customers can easily access details on the areas listed above, we have developed a separate **Privacy Notice**. A copy of this can be found on our website [www.aseinsurance.co.uk](http://www.aseinsurance.co.uk) or you can obtain a copy by writing to us.

1.3.2025