

This document details our service and our arrangements for dealing with your insurance. Please read it carefully and retain a copy for your records. The English language will be used for all communications, the contractual terms and conditions, and any information We are required to supply to You, before and during the duration of the contract and this agreement shall be subject to English Law (Scottish Law, where issued in Scotland).

**These terms of business are for Commercial Customers only, who are acting for purposes relating to their trade, business or profession.**

#### The Financial Conduct Authority

The Financial Conduct Authority is the independent watchdog that regulates financial services. A S Insurance Services Ltd is authorised and regulated by the Financial Conduct Authority. Our FCA Register number is 771699. You can check our status at <https://register.fca.org.uk> by contacting the FCA on 0800 111 6768. Our permitted business includes advising, arranging, dealing in and assisting with the placing & administration of General Insurance policies.

#### Data Protection and Privacy Statement

We will only use your information on the basis that it is necessary to administer your insurance contract or help you make a claim. Where we need to pass information to other firms, it will only be for that purpose. These firms will be Insurers, other insurance brokers, price comparison sites and firms handling claims. It includes finance providers and firms that process or administer our records.

When we contact you, it will either be for the above reason, or because we have a legitimate interest in marketing related products.

For any other marketing it will only be with your consent and you will be able to withdraw your consent or unsubscribe easily at any time.

If we have to transfer information to a third country outside the UK/EEA/EU, we will only do so if a similar level of protection applies.

If we need to obtain information which is by nature sensitive, we will only do so on the basis that it is in the public interest - for example to fight crime, prevent fraud or to make sure insurance is available.

#### What type of personal information do we need?

We may need personal details which might include details of members of your family, lifestyle, finances, business or education. We will only collect what is necessary and will only keep it for as long as we are required to do in line with our data retention policy. What other types of information do we need?

Under certain circumstances we may also need to obtain information about Race or Origin, Gender, Religion, Health, Politics, Genetics, Trade Union Membership, Sex or Sexual Orientation. We might also need details of criminal convictions. We will only collect what is necessary and protect it with appropriate security measures.

#### How do we obtain your information?

We may gather it from information you submit to a website, by telephone, face to face or by email. We may receive it from insurers, other insurance brokers, introducers, price comparison sites and firms handling claims. It includes finance providers and firms that process or store our records.

#### What are my legal rights?

You can obtain a copy of your personal information from us without charge by contacting us at the address above. This may include the right to transfer information to other providers. You have the right to ask us to correct information. You have the right to ask us to delete your information or stop using it, unless it is necessary for us to retain it for insurance or financial purposes as set out in our document retention policy.

You may have the right to object if decisions about you are made solely by a computer. You have the right to complain to the Information Commissioner at [ico.org.uk](mailto:ico.org.uk) Tel 0303 123 11132.

#### Our Service

We are an independent insurance intermediary, and not an insurer, who acts on our customers' behalf in arranging insurance, including: assessing your insurance needs and recommending policies suitable for you; arranging your insurance cover with insurers to meet our requirements; and helping You with any ongoing changes You have to make. As part of our service, we will assist you with any claim you need to make and tell you what your responsibilities are in relation to making claims.

You should direct any query or question through our normal business channels, such as email, telephone or in office. We do not provide our support via any social media platforms, and may not respond to communications received in this way.

#### Our Service in relation to the provision of Premium Finance

We are a credit broker, not a lender. We only offer the credit facilities of insurers and/or Close Brothers Premium Finance. We may use providers who will conduct a credit check and share your payment record with other lenders, all of which may be recorded on your credit record. Please contact us if you do NOT consent to a credit check being undertaken, however this may affect our ability to offer instalment facilities to you.

**Please Note:** Your policy cover will cease if you fail to keep up payments on an instalment agreement or premium finance facility related to it.

In entering into a credit agreement to pay your insurance premium, you give the finance provider the legal Right to cancel your insurance policy on your behalf in the event that you default on the loan, and offset any refunded premium against the outstanding amount owed to them. This means that if you default on your payment terms and the finance provider requests that we cancel your policy, we will do so as your agent.

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### Information on how we treat Payments you make to us

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Under the terms of our agreements with the Insurance companies with whom we place business, we normally receive premiums you pay to us as Agent of the Insurer. All insurance premiums you pay to us are protected in a Statutory Trust Client Account until we pay insurers. We do not pay interest on premiums held in the course of arranging and administering your insurance.

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### Payment Options

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We normally accept payment by cheque or the following credit/debit cards – Visa, Mastercard & Maestro. You may be able to spread your payments through insurers' instalment schemes or a credit scheme, which we have arranged with an established insurance premium finance provider, however rates and acceptance may be subject to a credit check. We will give you full information about your payment options and the appropriate finance agreement when we discuss your insurance in detail.

Assistance may be available if you enter financial difficulties.

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### Are we covered by the Financial Services Compensation Scheme (FSCS)?

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We are covered by the Financial Services Compensation Scheme (FSCS). For Commercial customers with less than £1m turnover, insurance advising and arranging is covered for 90% of the claim, without an upper limit. All compulsory insurances (for example, motor insurance and employers' liability insurance), insurance advising and arranging are covered for 100% of the claim, without an upper limit. Further information about compensation scheme arrangements is available from the FSCS.

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### Our Fees and Charges for the services we provide to you.

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We usually receive a commission from the insurer which is taken from the premium you pay to us and, in addition, we normally make the following charges to cover the administration of your insurance:

<b>Arranging new policies:</b>	From £60.00
<b>Mid-term adjustments:</b>	£50.00
<b>Renewals:</b>	From £60.00
<b>Replacement/duplicate documents:</b>	£15.00
<b>Green Card Requests:</b>	£20.00

Mid-term s and other refunds are refunded NET of commission. We may, in addition, charge a £50.00 administration fee. We may also receive additional remuneration based on the volume or profitability of our account with an insurer. Occasionally we may arrange a policy on which we earn no commission and in these cases we will advise you of the arrangement fee before you take the policy out.

We would remind you that 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 may also receive additional remuneration from the credit lender for the arranging of your Premium Finance Loan.

We may also make additional charges specific to the arrangement and servicing of certain policies, but these will always be advised to you in advance.

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

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Our aim is to provide a first class service, however, if you wish to register a complaint, please contact us in writing to;

The complaints Officer,  
A S Insurance Services Ltd,  
51-53 Doncaster Road  
Goldthorpe  
Rotherham  
S63 9HJ

**By telephone:** - 01709 881717

**By email:** - [enquiries@as-insurance.co.uk](mailto:enquiries@as-insurance.co.uk).

If we are unable to resolve your complaint by close of business on the third working day after receipt, an acknowledgement letter will be sent no later than five working days after receiving your complaint confirming who is dealing with the complaint and when we will expect to respond to you.

Within 8 weeks of the date we receive the complaint we will provide you with our final decision.

If you cannot settle your complaint with us, you have the right to refer your complaint to the Financial Ombudsman Service, free of charge – but you must do so within six months of the date of our final response letter. If you do not refer your complaint in this time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The FOS Consumer Helpline is **0800 023 4567** and their website is at: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or you can contact them by post at:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

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### Claims

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All incidents which could lead to a claim must be reported as soon as practicable. Your insurer's claims contact number is shown in your policy.

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### Sums Insured and Indemnity Limits

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You will be responsible for ensuring that all sums insured and indemnity limits are adequate for the cover requested.

**If Buildings cover is included, we have insured the premises based on the buildings sum insured you have declared to us. We recommend that you have a professional valuation of your building to ensure the sums insured are adequate as in the event of a claim, if a property is underinsured, it will result in insurers offering settlement with a proportionate reduction, based on underinsurance.**

request information regarding any commission which we may have received as a result of placing your insurance business.

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### Average

In the event of under-insurance, Insurers may reduce the amount of any claim settlement in the same proportion as the sum insured bears to the total value of the insured items.

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### Cancellation of this Agreement

This agreement will remain in force unless cancelled by either party in accordance with the terms below or you have no insurance business placed through us. You may cancel the agreement at any time, subject to notification in writing to our usual office address.

In the event of cancellation, we shall be entitled to retain any commissions and fees earned prior to the date of cessation of the agreement in full. We have the right to cancel this agreement subject to one month notice in writing to your last notified address.

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### Declarations

Our Service and Obligations to You:

We will conduct a fact-find to evaluate your insurance needs, however you are solely responsible for ensuring that your disclosure obligations to insurers are met. Please refer to 'Your Responsibility to Provide Information' below.

We will act as your agent in sourcing a policy to meet your demands and needs and presenting the information provided by your nominated Insurance Contact in a manner which is clear and accessible to insurers. Where we operate under any delegated authority from insurers we will act as their agent when issuing cover and in handling any claim you may make, and we will always advise you where this is the case.

We will advise and make a recommendation for you after we have assessed your demands and needs. Our advice will be confirmed in a demands & needs and suitability statement, giving the reasons for our recommendation.

We typically offer advice from a range of insurers, representing a fair analysis of the market, which means that we will have compared products from a sufficiently large range of insurance providers in terms of cover, price, quality of service and other relevant features in order to select appropriate policies for you. However, under certain circumstances we may only deal with a limited panel, or single insurer or we may use another, specialist, intermediary to access the insurance product that most suits your needs. We will always inform you where this is the case and we will supply you with a list of the insurers we may and do conduct business with.

We usually receive commission from the insurer, which is taken from the amount you pay, and from the premium finance provider with whom we place your business and, in addition, we will normally make the charges as shown in our Terms of Business Agreement to administer your policy. Prior to the conclusion of each insurance contract, or upon renewal, we will remind you of your right to be advised of the level of commission which we receive from underwriters. You are entitled, at any time, to

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### Your Responsibility to Provide Information:

You have a duty under the Insurance Act 2015 to make a fair presentation of the risk to insurers. This duty applies when you take out your insurance cover, throughout the life of your policy, and when you renew your insurance.

This duty includes a need for your nominated Insurance contact to undertake a reasonable search for material information which is known, or ought reasonably to be known, by anyone playing a significant role in making business decisions in your business (such as your company's principals, directors, senior management or shareholders) and staff responsible for arranging or administering your firm's insurance.

You should advise us of any particular concerns which led you to seek insurance cover and any special or unusual facts relating to the risk.

You must ensure that all material statements of fact are substantially correct and not misleading, and any material information which is a matter of expectation or belief (e.g. an estimate or forecast) is provided in good faith.

Failure to disclose any material information or change in circumstances to your insurers which could influence the cost, or their decision to accept your insurance, could mean that your policy could be invalidated or cancelled without refund, or that part or all of a claim may be not be paid. 'Material Information or changes in circumstances' could include your inability to comply with any conditions or warranties applicable to your policy, which should be notified to us immediately.

'Material statements' and 'material information' are information which could influence the judgement of a prudent insurer in determining whether to take on a risk and on what terms.

**I / We Confirm we are able to accurately represent our risk information & insurance requirements on behalf of our business in order to gain a quotation.**

	Name	Position
1)		
2)		
3)		

Please contact us immediately if you wish to change the person in your business nominated as your Insurance contact.

**I understand and accept your Terms of Business and the Information provision requirement above.**

Signed: .....

Client Name: .....

**Dated:** .....