

## Assetsure Terms of Business Agreement

Updated: April 2025

The following Terms of Business Agreement sets out the basis on which we Hildon Park Limited t/as Assetsure company registration number 08223911 referred to as: 'We', 'Us', 'Our' will provide business services to you as a consumer client of the firm. This document form part of our contract with you.

Please contact us immediately if there is anything in these terms of business which you do not understand or with which you disagree. We are happy to answer any questions and willing to explain these terms and the reasons for them.

**YOU ARE DEEMED TO HAVE ACCEPTED THESE TERMS OF BUSINESS UNLESS YOU ADVISE US OTHERWISE WITHIN 7 DAYS OF RECEIPT.**

### **Contact**

**Tel:** 0208 0033 190

**Email:** [enquiries@assetsure.com](mailto:enquiries@assetsure.com)

**Head office:** Assetsure, 3rd Floor Peek House, 20 Eastcheap, London, EC3M 1EB

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## About us

We are authorised and regulated by the Financial Conduct Authority as an insurance intermediary. Our Firm Reference Number is 592997. We are permitted to: arrange, advise on, deal as an agent of insurers and assist in claims handling in respect of non-investment insurance policies.

You can check these details online using the Financial Services Register at <https://register.fca.org.uk/> or by contacting the Financial Conduct Authority Consumer Helpline on 0800 111 6768.

We are also authorised by the FCA for credit broking. We act for one lender. Assetsure Premium Finance Limited.

## Our Scope of Service

We offer a range of insurance products which are branded Assetsure. On each of our products, we will provide you with information only about a policy from a single insurance undertaking without giving you advice or a personal recommendation.

We offer Jewellery and Collectables, Fine Art, Camera, Musical Instrument Sporting Guns Insurance and Hearing Aid Insurance with Ashton General Insurance. We offer Bicycle Insurance via Lloyd's of London.

If a policy incorporates sections covering Legal Expenses or Emergency Assistance, we use a single insurer, HDI Global Specialty SE which is administered by ARAG plc.

Ashton General Insurance Limited and Hildon Park Limited, (trading as Assetsure) have common ownership.

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## Your Duty of Disclosure

You must take reasonable care not to make a misrepresentation to the insurer. This means that all the answers you give and statements you make as part of your insurance application, including at renewal and when an amendment to your policy is required, should be honest and accurate. If you deliberately or carelessly misinform the insurers, this could mean that your policy is invalidated and part of or all a claim may not be paid.

## How to Cancel

Please contact us immediately if you wish to cancel any insurance policy, we have arranged for you. You may have a right to cancel a policy without penalty within the first 14 days (or, in some cases, longer). Please refer to your policy documentation for further details.

If you cancel within this initial cancellation period (where this applies) you will receive a full refund. If you choose to cancel other than within an initial cancellation period, you will receive a pro rata return of premium. In the event that a claim has occurred within the policy period, no return of premium will be allowed. On insurers agreement to pay any claim, any outstanding balance on your full annual premium will become due immediately.

If you choose to cancel other than within an initial cancellation period, we may charge an amount that reflects the administrative costs of arranging and cancelling the policy (see our Fees and Charges below).

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## Fees and charges

We may charge you for the work incurred in handling your insurances. These charges apply if you instruct us to arrange insurance, carry out a mid-term adjustment, renewal, cancellation or other work on your behalf. Any additional charges, if applicable, will always be agreed with you in advance of them becoming due.

- New business Maximum £15.00
- Mid-term amendments £Nil
- Cancellations Maximum £10.00
- Issuing duplicate documentation £Nil
- Renewals Maximum £15.00
- Setting up a credit agreement in relation to instalment facilities £5.00
- Cancellation of credit agreement £Nil

## Our earnings

When we sell you a policy the insurer pays us a percentage commission from the total premium that you are charged. If the type of policy we sell reaches specific profit targets the insurer may also pay us an additional bonus. 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 or arranging premium finance.

Please be assured that at no time will the way in which we are remunerated conflict with our responsibilities to meet your needs and treat you fairly. For arranging premium instalment facilities, we earn Zero commission from our premium finance provider. This means that the amount you pay for credit and the overall cost of arranging your insurance will vary according to the interest charged by the lender.

## Using premium finance makes the overall cost of the insurance more expensive.

A full breakdown of the cost of your insurance and the cost of credit will be provided as part of your new business or renewal quotation before you make a decision whether to proceed.

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## Additional earnings

In some circumstances, depending on the level of work involved, we may also charge you a separate fee however this will be discussed and agreed before any work is done on your behalf.

## Protecting your information

We take your privacy extremely seriously and we will only use your personal details in line with our Privacy Notice. Please read our Privacy Notice carefully which takes into account the Data Protection Act 2018 It can be downloaded from our website at <https://www.assetsure.com/privacy-policy/>

Please contact us immediately if you have any queries. Where necessary, for example where we would like to use your data for some marketing purposes, we shall ask for your specific consent to do so. Your personal information includes all of the details you have given us to process your insurance policy (we will not ask for more information than is necessary).

## Sharing Your Data

We may share your data with Third Parties for the provision and ongoing performance of your insurance policy and to assist in dealing with claims. We may get and share details of any earlier home and motor policies and claims both directly with other insurers, and by using industry databases such as CUE (Claims Underwriting Exchange) or other registers of losses such as those covering watches. We may pass information relating to your insurance policy and any incident to the operators of these registers, their agents and suppliers

Your data may be transferred outside the UK. We will not sell, rent or trade your data under any circumstances. All of the personal information you supply to us will be handled strictly in accordance with the applicable Data Protection regulations and legislation.

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## Block transfers

In respect of some classes of insurance we may operate block insurance arrangements in order to provide competitive terms. This is where we place all insurances of a certain type with one insurer who can provide particularly competitive terms for all our customers. On occasions it will be necessary for us to transfer such blocks from one insurer to another where this is beneficial for our clients. This Terms of Business Agreement constitutes both your acceptance that we may do this and your prior request for us so to do.

## Protecting your money

Prior to your premium being forwarded to the insurer, and for your protection, Assetsure hold your money as an agent of the insurer. This means when you pay us or one of our agents, your policy will be treated by the insurer, as though it has received the premium.

Assetsure may transfer your money to another intermediary or underwriting agent in some cases. However, your money will be protected at all times because of the requirements of FCA rules. Assetsure also reserve the right to retain interest earned on this account. By accepting this Terms of Business Agreement, you are giving your consent for us to operate in this way.

## Complaints

It is our intention to provide a high level of service at all times. However, if you have reason to make a complaint about our service you should contact us immediately using the contact details on the first page of this document. Full details of how to complain are contained within your policy documents, please read these carefully as they detail the complaints procedure and how you can escalate your complaint.

You may be entitled to refer the matter subsequently to the Financial Ombudsman Service. You can contact the Financial Ombudsman Service by telephone on 0800 023 4567 or online and further information is available at <http://www.financial-ombudsman.org.uk>. If you do decide to refer any matter to the Financial Ombudsman Service, your legal rights will not be affected.

We will provide a summary of our complaints handling procedures should you make a complaint which we cannot resolve informally and at any other time, upon your request. If your complaint is specific to Ashton General Insurance or any insurance company, we use that is based outside of the UK including the Channel Islands, you will not be able to refer your complaint to the Financial Ombudsman Service.

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*Please check with us for further information.*

## **Compensation arrangements**

We are covered by the Financial Services Compensation Scheme. 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. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, also without any upper limit. The compensation scheme does not apply to consumer credit.

Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or 020 7741 4100 or by visiting <https://www.fscs.org.uk>

## **Money laundering/Proceeds of crime**

We are obliged to report to the National Crime Agency any suspicion of money laundering or terrorist financing activity and we are prohibited from disclosing any such report.

## **Adequacy of insurance values**

It is the responsibility of the insured to ensure that all sums insured, and policy limits are adequate. It is strongly recommended that the appropriate Professional (e.g. Surveyor/ Accountant/ Valuer) be consulted to ensure that the sums insured and limits under the policy are suitable.

## **How to claim**

Please refer to your policy documentation if you need to notify a claim. You should contact us or the insurer direct as soon as you become aware of any incident which could give rise to a claim. If in doubt about whom you should contact, or if you require our assistance in relation to a claim or potential claim, please contact us.

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## Conflicts of interest/Customers best interests

As insurance intermediaries we generally act as your agent in advising you, arranging your insurance and assisting you in the event of a claim; we will always act honestly, fairly and professionally ensuring your best interests are our priority. In certain circumstances we may act for and owe duties of care to insurers and/or other parties. Where we become aware of any actual or potential conflict of interest with our duty to you, we will inform you of the situation and the options available to you before we proceed.

## Insurer security

The insurers we use are regulated and are required to have adequate capital resources. However, we cannot guarantee the solvency of any insurer we place business with. An insolvent insurer may be unable to pay claims or may be unable to pay them in full and you may have to pay a further premium to pay for alternative insurance cover.

## Termination

You or we may terminate authority to act in connection with your insurance arrangements at any time. Notice of termination must be given in writing and will be without prejudice to the completion of any transactions already commenced. Any business currently in progress will be completed unless we receive instructions to the contrary. Any premiums or fees outstanding will become payable immediately. In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice.

## Law and jurisdiction

These Terms of Business shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

*END Assetsure Terms of Business April 2025*