



# Terms of Business

[www.cvd-insurance.co.uk](http://www.cvd-insurance.co.uk)

# Contents

Terms of Business .....	3
About us .....	3
Our status and the services provided .....	3
The capacity in which we're acting .....	3
Quotations .....	3
How we use your information.....	3
Your Responsibilities .....	6
Answering questions .....	6
Awareness of policy terms .....	7
Your cover .....	7
Road Traffic Act.....	7
Documents that we may need from you .....	7
Charges and Cancellation process .....	8
Payment of premiums .....	8
Administration and setup charges.....	8
Your Right to Cancel.....	9
Cancelling Optional Extras.....	9
How to cancel your Insurance.....	10
Where we or the insurer may cancel your cover .....	10
How a refund is calculated.....	11
General Conditions.....	12
How to make a complaint .....	12
Claims.....	12
Client money segregation.....	13
Customer Money Passed To Another Person .....	13
Customer Money Passed To Another Person Outside The UK.....	13
Earning interest on customer premiums .....	14
Other Taxes or Costs.....	14
Our Remuneration .....	14
Governing Law .....	14
Variations.....	14
Statutory Rights.....	14

# Terms of Business

## About us

Commercial Vehicle Direct is a trading style of Brightside Insurance Services Ltd which is authorised and regulated by the Financial Conduct Authority (Firm reference number 302216). Registered in England and Wales No 04137311. Registered office: Brightside Park, Severn Bridge, Aust, Bristol, BS35 4BL.

Brightside Insurance Services Ltd is an independent insurance broker, which is authorised and regulated by the Financial Conduct Authority. This can be checked on the Financial Services Register by visiting the FCA website or by contacting them on 0800 111 6768.

If you need to contact us call 0333 005 2361 or email [info@cvd-insurance.co.uk](mailto:info@cvd-insurance.co.uk). If you need to make a claim on your van policy call 0333 222 1093. We recommend you keep copies of all communications from us for your records.

## Our status and the services provided

We are an insurance intermediary and we arrange cover through a through a panel of leading insurers for van insurance (you may ask us for details of these insurers) and a single insurer for Key Cover, Personal accident cover, additional windscreen cover, replacement vehicle cover, tool cover, motor legal expenses insurance, breakdown assistance and excess protection cover. Our service includes, but is not limited to, arranging your insurance cover and helping you with on-going changes. You will not be provided with advice but you will receive sufficient information on the product to enable you to make an informed decision as to whether it meets your needs.

## The capacity in which we're acting

We act on your behalf when sourcing and administering your policy. Claims handling and claims administration is handled by the insurer.

## Quotations

Quotations offered by us are only valid on the date they are issued. Your insurer has the right to decline your risk, increase the premium or restrict the policy if changes are made or if any errors or omissions are found in the Statement of Information.

## How we use your information

Any information we hold about you, whether on our computer system or on paper files, will be treated as private and confidential. We will use and disclose your information to insurers, their agents, the regulator and other third parties in the normal course of administering or arranging your insurance policy. We may also obtain information about you from credit reference agencies to check your credit status and identity. The agencies record our enquiries but your credit standing will not be affected.

Under the Data Protection Act 1998 you have the right to request a copy of all the personal information we hold about you. To do this, simply write to us at Data Protection Officer, Brightside Insurance Services Ltd, Brightside Park, Aust, Bristol BS35 4BL enclosing a cheque for £10.00 payable to Brightside Insurance Services Ltd to cover our administrative costs in dealing with your request. If you have any queries in respect of confidentiality and data protection please contact us.

For more information on the Data Protection Act you can call the Information Commissioner's Office 0303 123 1113 (local rate) or 01625 545 745 if you prefer to use a national rate number. You can also email: [casework@ico.org.uk](mailto:casework@ico.org.uk) (please include your telephone number) or write to the Information Commissioner's Office at Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF.

## **Sensitive data**

In order to assess the terms of the insurance contract or administer claims which arise, we and the insurer may also need to collect data which the Data Protection Act defines as sensitive such as medical history or criminal convictions. We will not use this data except for the specific purpose for which you provide it and to provide the services described in your policy booklet.

You can download copies of all our policy documents at:  
[www.cvd-insurance.co.uk/existing-customers/documents](http://www.cvd-insurance.co.uk/existing-customers/documents)

## **Credit searching and references**

To make sure that the insurers can provide you with their best price, ascertain the most appropriate payment options for you and protect you from fraud, they will use public and personal data from a variety of sources, including a credit reference agency and other organisations. Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed, helping to trace debtors and preventing fraud. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained.

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.

Where automatic credit scoring computations are used, acceptance or rejection of your application will not depend only on the results of the credit scoring process. By applying for a quotation, you agree to these uses of your information. The insurers' search will appear on your credit report whether or not your quotation proceeds to application but it shouldn't harm or adversely affect your credit profile.

## Anti-fraud registers

When dealing with your request for insurance, anti-fraud registers may be searched. We use a number of anti-fraud methods both at and after application including SIRA, a comprehensive fraud prevention and detection solution from **Synectics Solutions**. We will also pass details to the Claims and Underwriting Exchange Register and the Motor Insurance Anti-Fraud and Theft Register, to check the information provided and prevent fraudulent claims. **MIB** is the data controller for the Claims and Underwriting Exchange (CUE) and Motor Insurance Anti-Fraud Theft Register (MIAFTR) databases.

If we identify a discrepancy on the aforementioned registers which does not correspond to the information you have provided, we will apply the correct information to your policy and process this change as a mid-term adjustment. Where applicable, an additional premium will be charged by your insurer. If the correct information is unacceptable to your insurer, cover may be cancelled or voided (which means to treat as if the policy never existed).

When we apply the correct information, your insurer may withdraw cover, if this happens we will process your policy in accordance with the 'Cancelling your Insurance' section of this document.

Under the conditions of your policy, you must inform us of any incident (such as an accident or a theft) which may, or may not, give rise to a claim. When you inform us of an incident, we'll pass the information relating to it to the registers.

We may detect and prevent fraudulent claims and/or activities by undertaking searches against your (or any person included on the proposal) Drivers Licence Number (DLN) against details held by the DVLA to confirm your licence status, entitlement and restriction information and endorsement/conviction data. This helps insurer's check information to prevent fraud and reduce incidences of negligent misrepresentation and non-disclosure. A search of the DLN with the DVLA should not show a footprint against your (or another relevant person included on the proposal) driving licence.

## Motor Insurance Database (MID)

Information relating to your insurance policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVA, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- i) Electronic Licensing
- ii) Continuous Insurance Enforcement
- iii) Law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- iv) The provision of government services and/or services aimed at reducing the level and incidence of uninsured driving.

If you are involved in a road traffic incident (either in the UK, the EEA or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information.

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic incident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police. You can check that your correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com).

## Contacting you

You have a customer account area that you can log into 24/7 to view your policy details and documents. We will use the customer account area and email, phone, letters and SMS to communicate with you about your policy in the normal arrangement and ongoing administration of your policy.

From time to time, we'd also like to get in touch with you by phone, email, SMS or post to tell you about the other products, services and special offers available from Brightside Group.

Your details are safe with us because we won't share your details with anyone else for marketing purposes.

If you don't want to hear from us, simply opt out of receiving marketing communications by writing to our Marketing Department at Brightside Park, Aust, Bristol BS35 4BL or email them at [van@brightsideinsurance.co.uk](mailto:van@brightsideinsurance.co.uk).

## Your Responsibilities

### Answering questions

We expect you to provide complete and accurate information when you take out your insurance policy, throughout the lifetime of the policy and when you renew your insurance.

When purchasing, amending and renewing your insurance policy, you must take care to answer all questions honestly and to the best of your knowledge. If you don't answer the questions correctly, your policy may be cancelled or your claim rejected or not fully paid.

If you are unsure of your answer to a particular question, you should try to obtain the information required to answer it correctly. If you need help with any of the questions, please see the accompanying help text or the frequently asked questions. If you cannot find what you need, please contact us.

Before you purchase your policy, please carefully check your answers to ensure they are correct. If there are any inaccuracies, please correct them before you pay for your policy.

If the credit agreement requires you to pay an advance payment, you're required to pay that payment by the date specified by us or your policy may not be valid.

You are reminded that it is an offence under the Road Traffic Act to make any false statements or withhold any information to obtain a Certificate of Motor Insurance.

Please note that under the Rehabilitation of Offenders Act 1974 you're not required to disclose convictions regarded as spent.

## **Awareness of policy terms**

When you take out a policy we will send you a Statement of Information which shows the information you have supplied to obtain insurance cover. Please check this carefully and inform us immediately of any errors. You should also check the Schedule, Policy Wording and Certificate of Motor Insurance, as these documents form the contract of insurance with your insurer(s). If you make any changes to your policy, or add additional information we will send you a copy of the revisions. You will have the opportunity to correct any errors, but please be aware that this could result in an additional premium being charged by your insurer(s) and an administration charge by ourselves.

Breach of any terms, conditions or warranties may enable your insurer(s) to terminate your policy, or repudiate a claim under your policy. If there is anything you do not understand please call us on 0333 005 2361.

## **Your cover**

The Policy Wording is available from your account and from our website [www.cvd-insurance.co.uk/existing-customers/documents](http://www.cvd-insurance.co.uk/existing-customers/documents) to read and download.

It is your responsibility to provide accurate information when you take out, change or renew your insurance policy. If you make any changes to your policy during the period of cover you will be advised prior to making these changes of any revised policy terms and conditions that may apply.

If your existing Certificate of Motor Insurance has expired, no cover will exist until a replacement Certificate has been issued.

## **Road Traffic Act**

You're reminded that it is your personal responsibility under Road Traffic Act legislation to ensure that before using or permitting the use of a vehicle on the public highway, you're in possession of a current valid Certificate of Motor Insurance.

## **Documents that we may need from you**

To provide you with competitive prices and to combat fraudulent applications and claims our insurer partners may ask you to share your driving licence details with us to view your driving record, penalty points and disqualifications. We may also request proof of No Claims Discount, copies of your driving licences, utility bills and other documentation to establish the identity of any person applying for insurance.

If we request these items you will also be provided with a timescale for providing the information as well as details on how to send them to us.

Failure to provide us with the required information within the specified time may result in administration charges, increases in premium or your cover may be cancelled or voided (which means to treat as if the policy never existed).

If there is a discrepancy between the information supplied on the application form and the requested supporting documents, the correct information will be added to the policy and processed as a mid-term adjustment. Where applicable, an additional premium will be charged by your insurer. If the corrected information is unacceptable to your insurer, cover may be cancelled or voided.

If your policy is cancelled for this reason, we will process your policy in accordance with the 'Cancelling your Insurance' section of this document.

## Charges and Cancellation process

### Payment of premiums

All annual insurance policies are arranged for a period of 12 months and you're required to pay the full amount stated on the day cover is arranged, the date the policy is due for renewal, or the date any mid-term adjustment is processed.

If you choose to pay for your insurance monthly, you will enter into a credit agreement with a third party premium finance company, which pays the insurance premium in full for your cover. Typically you will make an initial payment to us when you buy the policy which is followed by the setting up of a monthly direct debit with the finance provider that will take instalments directly from your bank.

If we arrange an instalment plan for you, finance is provided by Close Brothers Limited.

You'll be responsible for paying the instalments as they fall due. In the event that payment is not made your policy will be cancelled in accordance with the 'Cancelling your Insurance' section of this document.

### Administration and setup charges

Commercial Vehicle Direct is arranged and administered online with electronic documentation stored in the online account. In addition to any premium charged by the insurer (which includes our commission for placing your insurance business), we will also charge you for setup, amending and cancelling the policy as well as issuing documentation in other formats.

Please note where a payment has been processed using a Credit Card, that the fee of 2.99% is not refundable.



During the lifetime of your policy you may need to make changes to your cover. All amendments will be subject to a mid term adjustment charge. This will cost less if the transaction is done in the online account.

Some changes will also result in a change to your premium, on occasion it could result in cancellation where the insurer cannot offer cover for your new circumstances.

<b>Policy and Administration Charges</b>	
Annual Arrangement	Up to a maximum of 30% of the annual premium
Mid-term adjustment	£50.00
Direct Debit Arrangement	£0.00
Direct Debit Reinstatement	£25.00
Credit card fee	2.99%
Cancellation charge inside the cooling off period	£20.00
Cancellation charge outside the cooling off period	15% of the annual premium in addition to a £20.00 cancellation charge
Paper Copies of Documentation (Non-Refundable)	£10.00
Refunds by cheque	£20.00

## **Your Right to Cancel**

You have the right to cancel your policy during an initial cooling off period of 14 days either from the day of purchase or renewal of the contract or the day on which you receive your policy documentation, whichever is the later, unless there has been a total loss claim. You will be charged for the time you are covered and a cancellation fee.

When a policy is cancelled after the 14 day cooling off period we charge a cancellation fee and retain our commission in full and any fees and charges that you have already paid during the period of insurance. The insurer will charge for time on cover and return any unused premium if there hasn't been a claim or a claim made against you.

## **Cancelling Optional Extras**

If you have any additional optional insurances (eg Breakdown, Legal Expenses, Excess Protection etc) linked to your van insurance, then these will be cancelled when your van policy is cancelled. If you have not used the service they provide and you cancel within the initial 14 day cooling off period then you will not be charged for them. There will not be any refund if you cancel these optional extras after the 14 day cooling off period.

## How to cancel your Insurance

If you wish to cancel your insurance contract, please call our customer service team on 0333 005 2361, we will explain how a refund is calculated and the cancellation charges that apply and whether there will be a refund due or any further payments required from you to settle the policy. Don't forget that it's an offence to drive a van without insurance.

If you cancel your insurance following a claim or there has been an incident that will result in a claim you will have to pay the full annual premium. If this is settled as a non fault claim or the insurer is able to recover its loss then they may send us a refund.

If the insurance is cancelled before cover has even started we will give you your money back, we do not charge a cancellation fee in this situation.

If you set up your insurance using premium finance and the policy is cancelled you will be required to make payment for the outstanding amount immediately.

## Where we or the insurer may cancel your cover

We or the insurer may cancel the policy if there is a good reason for doing so.

Some examples of situations where there is a good reason for cancelling your policy include:

- 1) non-payment of the premium due; or
- 2) you have changed your vehicle during the policy to one the insurer cannot cover; or
- 3) you have failed to supply necessary documentation to support your application (such as evidence of No Claim Discount and copies of driving licences for all named drivers); or
- 4) We or the insurer identify misrepresentation or fraud or any attempt to gain an advantage under this insurance to which you are not entitled.

Before Commercial Vehicle Direct cancels your policy Commercial Vehicle Direct or your insurer will send you seven days' notice to either the email address or postal address shown on your account.

## How a refund is calculated

There are differences to how your refund is calculated inside and outside of the cooling off period,

For cancellations made within the 14 day cooling off period the refund from us is calculated by deducting any non refundable charges from the amount of premium returned to us by the insurer and:

- £20.00 cancellation charge as set out in the 'policy and administration charges' section of this document.
- A pro rata amount of the Annual Arrangement charge for the time you have been on cover  
You wont be charged for any addons if they are cancelled within the cooling off period.

For cancellations after the initial 14 day cooling off period we will deduct any non refundable charges from the amount of premium returned to us by the insurer and:

- The cost of all add-on products that you purchased (where applicable)
- the Annual Arrangement charge as set out in the 'policy and administration charges' section of this document
- the Direct Debit arrangement charge (where applicable)
- our commission (up to 15% of the annual premium)
- a cancellation charge of 15% of the annual premium plus £20.00 as set out in the 'policy and administration charges' section of this document

You do not receive any refund for the cost of the optional extra policies if they are cancelled after the cooling off period.

We may not receive a refund from your insurer when you cancel the policy if you have used the policy to make a claim or a claim has been made against you. Provided you have not made a claim and a claim has not been made against you then the insurer will charge for the time you have been covered and return to us any unused premium.

If there has been a claim the insurer will not provide a refund before the claim has been settled and the insurer has recovered its loss.

If the insurer is providing you with a total loss settlement, then you must pay the full annual premium and you will not be entitled to any refund. A total loss claim on the policy marks the fulfilment of the contract and you will be responsible for the full annual premium, even if this happens within the cooling off period. The insurer does not provide refunds after fault claims or if they identify misrepresentation or fraud or any attempt to gain an advantage under the insurance to which you are not entitled.

If you have paid by instalments we will credit any outstanding premium finance. If you have paid by instalments there may be an amount still to pay on cancellation rather than a refund. Any refund returned by the insurers will be off-set against any balance that may still be outstanding on your instalment plan. If the amount that you owe exceeds the amount that you have paid, you will be required to make payment for the outstanding amount immediately. Failure to do so may result in us taking steps to recover the debt including passing on details of the debt to an external debt collection

agency. Where this happens, the debt collection agency reserves the right to apply a fee for their services which they will collect along with the outstanding balance.

Where appropriate, refunds will be credited back to the card used to make payment. However we may issue refunds by cheque, made payable to the policyholder. Please note that the choice of whether to refund by card or cheque is for security reasons and remains at our discretion. If you can only accept payment by cheque there will be a £20.00 charge.

Refunds made to a payment card normally appear in your account between 3-5 working days depending on your banking provider.

## General Conditions

### How to make a complaint

It is our intention to provide you with a high level of service at all times. In the unlikely event that you should have cause for complaint, please write to: Customer Relations, Commercial Vehicle Direct, Brightside Park, Severn Bridge, Aust Bristol BS35 4BL or email: [customer.relations@cvd-insurance.co.uk](mailto:customer.relations@cvd-insurance.co.uk).

We'll acknowledge receipt of your complaint in writing promptly and provide you with a timescale for a full response. We will provide you with a final response within 8 weeks.

Full details of our complaints handling procedures are available upon request.

If you remain dissatisfied with our response to your complaint you may be able to refer the matter to the Financial Ombudsman Service. To use their service you must be eligible and your complaint must be sent to them within 6 months of our final response letter. You may contact them at: Financial Ombudsman Service, Exchange Tower, London E14 9SR.  
Tel: 0800 023 4567 (from a landline) or 0300 123 9 123 (from a mobile) Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### Claims

We have no authority to handle claims on behalf of insurers. In the event of an incident occurring which may give rise to a claim under your policy, you should call 0333 222 1093.

Please note that you must report all incidents as soon as reasonably possible as late notification could compromise your claim.

## **Client money segregation**

The premiums that we collect from you will be held within a non-statutory trust client bank account. This account will be operated inline the FCA client money regulations and is governed under a trust arrangement where we “Brightside” hold these premiums on behalf of you “our client”. This means that once a premium has been paid to us, it is segregated into a Client trust bank account on your behalf.

If we “Brightside” were to become insolvent, and your client money has not been settled to the Insurer, then the client money that we hold is protected on behalf of you “our client”. The terms of the trust would dictate that you would have a claim on this client money.

As Brightside operates a non-statutory trust and has in place systems and controls to operate and maintain the client money trust then we may agree to extend credit to other customers using money from the client money trust bank account.

## **Customer Money Passed To Another Person**

In accordance with Financial Conduct Authority Regulations we have to inform you that in managing and/or arranging your insurance requirements, we may transfer money that you have paid us in payment of an insurance premium, net of our commission, to insurance providers or another insurance intermediary. By accepting these Terms of Business, you are giving your consent for us to act in the manner described above.

## **Customer Money Passed To Another Person Outside The UK**

In managing and/or arranging your insurance requirements, we may transfer money that you have paid us in payment of an insurance premium, net of our commission, to insurance providers or another insurance intermediary operating outside of the United Kingdom. Unless you notify us that you do not wish your premiums to be transferred in the manner outlined above, by accepting these Terms of Business you are giving your consent for us to act in the manner described. You should note that the legal and regulatory regime applying to the insurance intermediary may differ from that in the United Kingdom and consequently, if the intermediary fails, the premium may be treated in a different manner from which would apply if the premium was held by an insurance intermediary in the United Kingdom.

## Earning interest on customer premiums

We hold premiums that you pay us in a non-statutory trust client bank account. Under Financial Conduct Authority Regulations we have to inform you that we may earn interest from money held in our Client Money Bank Account, which may exceed £20.00 for any one transaction that you make with us. Interest earned will not be held for the benefit of customers. By accepting these Terms of Business, you are giving your consent for us to act in the manner described above.

## Other Taxes or Costs

Please note that there is a possibility that other taxes and/or costs may exist in respect of products and services offered by us, which are not paid through or imposed by us.

## Our Remuneration

If you are regarded as a commercial customer (your policy has been purchased for your trade or profession) you're entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business.

## Governing Law

This agreement shall be governed by the laws of England and Wales and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the English Courts.

## Variations

No variations to these terms are held to be valid unless in writing and signed by an authorised officer of Brightside Insurance Services Ltd. Commercial Vehicle Direct staff are not authorised to agree any variation. We may vary the terms of this agreement on renewal of your insurance policy. We will notify you of any change to these terms in your renewal invite. This will be sent to you 17 days before the expiry date of your insurance policy so that you can make an informed decision about whether to renew your policy on the new terms.

## Statutory Rights

Agreement to our Terms of Business does not affect your statutory rights.

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[www.cvd-insurance.co.uk](http://www.cvd-insurance.co.uk)