



# Terms of Business

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

# Contents

Terms of Business .....	3
About Commercial Vehicle Direct.....	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 .....	6
Your cover .....	7
Road Traffic Act.....	7
Documents that we need from you .....	7
Charges and Cancellation process .....	8
Payment of premiums .....	8
Administration and setup charges .....	8
Your Right to Cancel.....	9
Cancelling add-ons .....	9
How to cancel your Insurance.....	9
Where we or the insurer may cancel your cover .....	10
How a refund is calculated.....	10
General Conditions.....	12
How to make a complaint .....	12
Claims.....	12
Limitation/Exclusion of Liability .....	13
Withholding Documents .....	13
Client money segregation.....	13
Customer Money Passed To Another Person .....	14
Customer Money Passed To Another Person Outside The UK.....	14
Earning interest on customer premiums .....	14
Other Taxes or Costs.....	14
Our Remuneration .....	14
Governing Law .....	14
Variations.....	14
Statutory Rights.....	15

# Terms of Business

## About Commercial Vehicle Direct

Commercial Vehicle Direct Insurance Services is a trading style of Brightside Insurance Services Ltd. Brightside Insurance Services Ltd is an independent insurance broker, which is authorised and regulated by the Financial Conduct Authority (Firm reference No. 302216). 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 222 4563

If you need to make a claim on your van policy call 0333 222 4564.

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 panel of leading insurers for van insurance (you may ask us for details of these insurers) and a single provider for replacement vehicle, tools in transit cover, motor legal expenses insurance, breakdown assistance, key cover, 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 receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.

## The capacity in which we're acting

We act on your behalf when sourcing and administering your policy, unless the insurance is arranged under a delegated binding authority where we act as an agent of the insurer when placing the insurance. Claims handling and claims administration is handled by the insurer. We will advise and make a recommendation for you after we have assessed your needs.

## Quotations

Quotations offered by us are valid for the period advised to you. 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.

## **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. 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**

We will pass details to the Claims and Underwriting Exchange Register which is run by Insurance Database Services Limited (IDS Ltd), and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI), to check the information provided and prevent fraudulent claims. When dealing with your request for insurance these registers may be searched.

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).

Where as a result of us applying the correct information, your insurer withdraws cover, we will calculate any refund of premium 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.

Our insurer partners may also check your (or any person included on the proposal) Drivers Licence Number (DLN) against details held by the DVLA. This is done to confirm your licence status, entitlement and restriction information and endorsement/conviction data and to detect and prevent fraudulent claims and/or activities. This helps insurers 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 DVANI, 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**

From time to time, we'd 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 [marketing@brightsideinsurance.co.uk](mailto:marketing@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. Any advice we offer will be based on the details you provide.

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.

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 222 4563.

## Your cover

The Policy Wording is available to read and download online. If you have taken your policy out online you can also download your documents from our website. If you took your policy out over the phone, we'll post these to you when the cover starts. Please check that the cover being provided to you is the cover you need.

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 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.

When we request these items you will also be provided with a timescale for providing the information to us 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 calculate any refund of premium in accordance with the 'Cancelling your Insurance' section of this document.

# Charges and Cancellation process

## Payment of premiums

Commercial vehicle insurance policies are setup 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 a Direct Debit set up fee of £25.00 will apply. The Commercial Vehicle Direct instalment plan and finance is provided by Close Brothers Premium Finance 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 any premium returned to us by the insurer on claim or cancellation will be used to repay any outstanding premium finance before any refund can be issued to you.

## Administration and setup charges

In addition to the premium charged by the insurer (which includes commission for placing your insurance business), we also charge you for setup, amending and cancelling the policy.

During the lifetime of your policy you may need to contact us and make changes to your cover. All amendments will be subject to a £50.00 mid term adjustment charge. 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
Credit Card handling	2.99% of the annual premium
Direct Debit arrangement	£25.00.
Direct Debit reinstatement	£25.00
Cancellation in the first 14 days	£20.00
Cancellation after the first 14 days	15% of the annual premium in addition to a £20.00 cancellation charge.

\*The Annual Arrangement charge is applied at policy outset and the exact amount charged will be confirmed when you purchase the policy.

## 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. We will help you cancel the policy at any time during the period of insurance, but there are important differences to how your refund is calculated inside and outside of the cooling off period.

## Cancelling add-ons

If you have any additional insurances such as breakdown, legal expenses, excess protection or key cover “add-ons” with your van insurance these add-ons will be cancelled when your main motor 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. If you cancel **after** the 14 day cooling off period then you will not receive a refund for the add-ons. If you have purchased Tools in Transit cover as an optional add-on and not made a claim on that policy then the insurer will apply a pro-rata calculation for the time on cover and your total refund from us will contain an element of unused premium for that product.

## How to cancel your Insurance

If you wish to cancel your insurance contract, please call our customer service team on 0333 222 4563, 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 premium finance immediately.

## Where we or the insurer may cancel your cover

Commercial Vehicle Direct may cancel the policy if there is a good reason for doing so. Some examples of situations where Commercial Vehicle Direct would have a good reason for cancelling your policy include:

- a) non-payment of the premium due; or
- b) you have changed your vehicle during the policy to one the insurer cannot cover; or
- c) you have failed to supply requested validation documentation (such as evidence of No Claim Discount and copies of driving licences for all named drivers); or
- d) Commercial Vehicle Direct 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

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

- £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 won't be charged for any add-ons if they are cancelled within the cooling off period. We will retain £5.00 of the Direct Debit administration charge

Commercial vehicle insurance policies are setup for a period of 12 months and if they are cancelled after the cooling off period the refund is calculated differently to how it is calculated within the cooling off period.

For cancellations after the initial 14 day cooling off period we will ask the insurer to refund any unused premiums and we will deduct the following:

- 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 (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

We will then either refund that balance to you or, if you have paid by instalments, credit any outstanding premium finance.

We may not receive a refund from your insurer when you cancel the policy if you have used the policy to make a claim. Provided you have not made a claim and a claim has not been made against you and providing that a claim is not in process or in dispute, then the insurer will return to us the annual premium minus a deduction for the time you have been covered. To calculate the cost for the time on cover your insurer will either apply a pro-rata calculation or use higher rates for shorter periods of cover. A table of charges or short term cancellation rates will be shown in your policy schedule if applicable.

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. We will explain this when you call to cancel.

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 there may be an amount still to pay on cancellation rather than a refund. Where the amount of premium finance 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 will 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.

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 call 01454 636 953

or write to: Customer relations, Commercial Vehicle Direct, Brightside Park, Severn Bridge, Aust Bristol BS35 4BL

or email: [info@cvd-insurance.co.uk](mailto:info@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 9123 (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 notify us as soon as possible using the contact details on your Certificate of Motor Insurance.

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

## Limitation/Exclusion of Liability

Our liability for losses suffered by you as a direct consequence of any negligent performance of our services to you under this agreement shall be limited in all circumstances to £5,000,000 per claim. In all other circumstances our liability for losses suffered by you because of our performance or non-performance of our services under our agreement with you, will be limited to the amount of commission and fees which we have received for arranging your insurance cover during the 2 months before the claim arose.

We will not be liable to you for any:

- pure economic loss;
- loss of profit; or
- loss of business;

in each case whether the loss is direct, indirect or consequential, nor shall we be liable to you for any claims for consequential compensation (whatsoever) which arise out, of or in connection with, our services to you under this agreement.

Nothing in this paragraph excludes or limits our liability to you for death or personal injury caused by our negligence, or for loss to you caused by our fraud, our wilful misrepresentation, or the breach by us of any obligations which we owe to you under any regulations which apply to the provision of our services to you under this agreement.

## Withholding Documents

We reserve the right to retain certain documents until payments due have been made. We will provide any documents you are required to have by law. 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.

## 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 the 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, to 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, to 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, 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 21 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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**Customer Services Department** 0333 222 4563

**To report an incident or theft** 0333 222 4564

**To repair or replace your windscreen** 0800 316 8316

