



# Terms of Business

## Van insurance

### 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.

Throughout this document the use of We/Our/Us refers to Brightside Insurance Services Ltd.

If you need to contact us you can call us on 0333 005 2361 or email [van@brightsideinsurance.co.uk](mailto:van@brightsideinsurance.co.uk). 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 insurers for vehicle insurance. We arrange public liability insurance and Goods in Transit insurance through a number of insurers. We only use single insurers for our ancillary add-on insurances such as key cover, personal accident cover, guaranteed courtesy vehicle, motor legal expenses insurance, breakdown assistance, tool cover and excess protection cover. You may ask us for details of these insurers.

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 products to enable you to make an informed decision as to whether they meet your needs.

### The capacity in which we're acting

We act on your behalf when sourcing and administering your policy. We act as agents of the insurer when collecting premiums and handling refunds.

Claims are handled by the insurer. Non-fault claims are administered on our behalf by our appointed claims administrators Slater Gordon Solutions Motor, a trading style of SGS Business Process Services (UK) Limited.

In the event of an incident occurring which may give rise to a claim under your policy, you should call: **0333 005 2353**.

### How we use your information

Brightside will need to collect and process your data in order to provide products and services. The Brightside Privacy Policy can be found here: <https://www.brightsideinsurance.co.uk/privacy-security> and explains how we collect and use your details, the laws and regulations that apply, the systems and services we use and how we detect and prevent crime such as fraudulent applications and claims.

### 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.

# 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

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.

Please check that the cover being provided to you is the cover you need.

## Making changes

During the lifetime of your policy you may need to inform us about changes to your circumstances, contact details, vehicle or its use. Full details of the things you should tell us about are in your policy wording. When changes are made to your motor policy all amendments will be subject to our 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.

## 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.

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

## 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 Claim Discount, copies of your driving licence, 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.

Please note that when we request proof of No Claim Discount, it must be earned in the UK and from policies expired within the last two years. Evidence of claim free driving connected with fleet policies or from motorcycle insurance **does not entitle you to any** No Claim Discount.

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.

## Fees and Charges

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.

We will use the payment details we have stored for the renewal of your policy as well as to collect payments and premiums as they become due upon changes to your policy and for collecting balances owing following cancellation or administering refunds.

## Premium Finance

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 account.

The payment instalment plan and finance is provided by Close Brothers Limited.

You'll be responsible for paying the instalments to Close Brothers Limited. In the event that instalment payments are missed or not made we will use the credit/debit card details used to make the initial payment to us when you purchased the policy. If your policy is cancelled any premium returned to us by the insurer on claim or cancellation will be used to repay any outstanding premium finance.

If the insurer is providing you with a total loss settlement, then you must repay any outstanding premium finance. 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.

When your policy ends following cancellation or total loss you are required to make payment for any outstanding premium finance balance 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.

## Administration charges

In addition to any premium or charges applied by the insurer (which includes our commission for placing your insurance business), we will apply charges when making changes to your policy, re-issuing documentation and cancellation.

<b>Policy and Administration Charges Summary</b>	
Annual Arrangement*	30% of the insurers' premium
Direct Debit Reinstatement	£25.00
Administration charge for making changes to your Motor policy	£50.00
Paper copies of electronic documentation and duplicate documents	£10.00
Refunds by Cheque	£20.00
Dishonoured Cheques	£20.00
<b>Cancellation Charges Summary</b>	
Cancellation charge applied within the cooling off period.	£20.00
Cancellation charge applied after the cooling off period for motor policies	15% of the insurers' premium in addition to a £20.00 cancellation charge
Cancellation charge outside the cooling off period (Liability & Goods in Transit)	£20.00

\* The exact amount you will be charged for the arrangement of your policy will be disclosed when you buy a policy and will be confirmed in your documentation. As we are a broker the price that you pay may have commission or discounts added to the insurers premium.

Please note, we do not charge a fee to cancel optional extra or add-on policies.

## Cancellation

### How to cancel your insurance

If you wish to cancel your insurance contract, please call our customer service team **0333 005 2361**. We will explain the cancellation charges that apply and whether any further payments are required from you.

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 cancel your insurance following a claim or there has been an incident that will result in a claim you are responsible for the full annual premium.

### 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.

## **Cancellation after the cooling off period**

If you decide to cancel your policy after the 14 day cooling off period we charge a cancellation fee and retain our commission in full as well as retain any fees and charges that you have already paid during the period of insurance.

Provided you have not made a claim and a claim has not been made against you, then the insurer will charge you for the time on cover and return to us any unused premium. If you have used the policy to make a claim or a claim has been made against you the insurer will not provide a refund.

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

If you pay by Direct Debit, any amounts returned by the insurers will be used toward settling your outstanding premium finance, you will be required to make payment for any remaining balance immediately.

If 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. The choice of whether we refund by card or cheque is made 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.

## **Cancelling Optional Extras and add-ons**

If you have any additional optional insurances (eg Breakdown, Legal Expenses, Excess Protection etc) linked to your vehicle insurance, then these will be cancelled when your vehicle 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. You can also cancel these policies after the cooling off period if you wish, however there will not be any refund if you cancel these optional extras after the 14 day cooling off period.

## **Cancellation of motor policies**

If you decide to cancel your policy after the 14 day cooling off period we will:

- Charge a cancellation charge fee of 15% of the annual premium plus £20.00
- Retain our commission in full (this varies by insurer and is up to 20% of the insurers' premium)
- Retain any fees and charges that you have already paid during the period of insurance such as the Annual arrangement fee and any administration charges.

Provided you have not made a claim and a claim has not been made against you, then the insurer will charge you for the time on cover and return to us any unused premium. If you have used the policy to make a claim or a claim has been made against you the insurer will not provide a refund.

## **Cancellation of Liability and Goods in Transit policies**

If you decide to cancel your policy after the 14 day cooling off period we will:

- Charge a cancellation charge fee £20.00
- Retain our commission in full (this varies by insurer and is up to 20% of the insurers' premium)
- Retain any fees and charges that you have already paid during the period of insurance such as the Annual arrangement fee and any administration charges.

Provided you have not made a claim and a claim has not been made against you, then the insurer will charge you for the time on cover and return to us any unused premium. If you have used the policy to make a claim or a claim has been made against you the insurer will not provide a refund.

## Where we or the insurer may cancel your cover

We may cancel your policy, but only if there is a good reason for doing so. Some examples of situations where we would have 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) Where we or the insurer identify misrepresentation or fraud or any attempt to gain an advantage under this insurance to which you are not entitled.

We will not refund any premium, fees, charges or commission on cancellation if misrepresentation, fraud or any attempt to gain an advantage under this insurance to which you are not entitled has been identified.

If your motor policy is cancelled in this way we or your insurer will send you seven days' notice to either the email address or postal address used to setup the insurance informing you that you are no longer covered and that you need to make alternative arrangements.

Don't forget that it's an offence to drive a vehicle without motor insurance.

## 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: CVD Customer Relations Manager, 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.

### Lloyds Syndicates

If the insurer is a Lloyd's syndicate and your complaint is not resolved to your satisfaction, you can refer the matter to the Policyholder and Market Assistance team at Lloyds. Their address is:

Policyholder & Market Assistance,  
Market Services,  
Lloyd's,  
One Lime Street,  
London EC3M 7HA

If you remain dissatisfied after you have received a final response from Policyholder and Market Assistance at Lloyd's, you have the right to refer your complaint to the Financial Ombudsman Service. Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints).

### Financial Ombudsman Service

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)

## 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 in line with 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.

We will take commission earned from insurance companies in connection with your insurances, from the Non-Statutory Trust account, only after we have received your premium (or received it from a third party finance provider on your behalf). This may occur before payment of the premium to the insurance company and will take account of the Terms of Business we have agreed with the insurance companies.

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. Our 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.