



BlackBox Insurance

Terms of Business

About us

Brightside 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.

Throughout this document the use of we/our/us refers to Brightside Insurance Services Ltd. If there is anything you do not understand or if you need to contact us, you can call us on 0344 902 8345 or email car@brightsideinsurance.co.uk

We recommend you keep copies of all communications from us for your records.

The service we provide

We are an insurance intermediary and for this telematics product we work with Action 365 Ltd t/a Pukka Services and for optional additional products we only offer products from single insurers.

You will not be provided with advice, but you will be provided with sufficient information on the products to enable you to make an informed decision as to whether they meet your needs.

When you purchase a policy you are making a contract with us and another with the insurer. If you decide to pay by Direct Debit, you will also be forming a contract with the premium finance provider.

The capacity in which we're acting

We act on your behalf when arranging and administering your policy. We act as agents of the insurer when collecting premiums and handling refunds. In the event of an incident occurring which may give rise to a claim under your policy, you should call 0345 528 0262.

How we and the insurer use your information

From the moment the device is installed we will collect and pass information to your insurer, including (but not limited to): acceleration, braking, cornering, distances, location of your car; including where it is kept overnight, mileage, speed, time spent stationary, time of use and types of roads used. Please see the policy wording for full details of how the insurer will use your data.

Our Brightside Privacy Policy 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. Our policy can be found here: www.brightsideinsurance.co.uk/privacy-security.

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.

Continuous payment authority

When you purchase a policy, with your consent, your card and bank account details will be stored safely in accordance with industry standards. By providing consent you will allow us to use your credit/debit card details for collecting missed payments or premiums as they become due as well as collecting cancellation fees and balances owing following cancellation of your policy or administering refunds. In the event of you receiving an overpayment we will also attempt to recover our funds using the card details we have stored.

To make sure you are not left without insurance we will attempt to automatically renew your policy using the payment details stored on our systems. If for any reason we are unable to renew your policy using the payment details we hold, or if your renewal declines and we can no longer provide cover, then we will contact you, in good time prior to your renewal date. You can opt out of your policy being automatically reviewed at any time. If you do not wish to renew your policy via this method, all you have to do is let us know before your policy renewal date.

If you do not pay for your insurance, you must show these details to the person who paid on your behalf. If you do not want your credit/debit card being used for this purpose, please contact our customer services team to make alternative payment arrangements.

Your Responsibilities

Answering questions

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. 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 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.

The telematics device will constantly monitor the vehicle but cannot distinguish between drivers. Your policy will be cancelled if the vehicle is driven in a way that the insurer deems to be dangerous so it is important that where there are other drivers permitted to drive the vehicle that you understand that your policy will be cancelled.

You must advise every driver, named on your certificate of motor insurance, that each journey is recorded and will be visible to the insurer.

Awareness of policy terms

You can access your documents from your account www.brightsideinsurance.co.uk/existing-customers, please check that the cover being provided to you is the cover you need.

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. 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 and an administration charge by ourselves.

Breach of any terms, conditions or warranties may enable your insurer to terminate your policy or repudiate a claim under your policy.

Documents that we may need from you

To provide you with competitive prices and to combat fraudulent applications and claims we 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 'Payments, fees and charges' section of this document.

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. Some changes will also result in a change to your premium, or on occasion it could result in cancellation where the insurer cannot offer cover for your new circumstances. If you change your vehicle, you will need to have a telematics device fitted as a condition of your insurance. Full details of the things you should tell us about are in your policy wording. When changes are made to your policy all amendments will be subject to our mid-term adjustment charge.

Cancellation

Cooling off period

When you buy car insurance you have 14 days to consider whether the cover provided is right for you. Your 14 days cooling off begins from either the day the policy starts or renewal of the contract or the day on which you receive your policy documentation, whichever is the later.

How to cancel your insurance

If the cover does not meet your needs, you should get in touch as soon as possible and call our customer service team on 0344 902 8345. We will explain the costs involved with ending a policy and whether any further payments are needed from you, such as settling an outstanding balance on your premium finance. 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 and the policy excess.

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.

The insurers right to cancel

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:

- You have failed to have the telematics device fitted within the specified timescales
- 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)
- We or the insurer identify misrepresentation or fraud or any attempt to gain an advantage under this insurance to which you are not entitled
- Non-payment of the premium or device fees due
- You have changed your vehicle during the period of insurance to one the insurer cannot cover
- You have driven at excessive speed or driven dangerously.

If your policy is cancelled in this way, we or your insurer will send you 7 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 for cover.

If, as a result of a claim your vehicle is determined to be a total loss the Insurer will allow 7 days from settlement in which to place a new vehicle on cover. If you do not, this policy will cease without refund of premium. In this event all outstanding or overdue premiums must be paid.

Cancelling optional extras

If you have purchased additional optional insurances such as breakdown, legal expenses, key cover, personal accident cover or guaranteed courtesy car with your vehicle insurance, then these will be cancelled when your vehicle insurance 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.

Early cancellation, after the cooling off period

If you cancel after the cooling off period the insurer will calculate a cost for the time on cover on a pro-rata basis and we will charge our cancellation fee. This could mean that there is little or no refund following the charge for time on cover and the addition of our fees and charges for cancellation.

If the policy is cancelled after the 14-day cooling off period, you will have to pay any outstanding device fees and repay any outstanding premium finance and cancellation fees. We charge a cancellation fee and retain our commission, as well as retain any fees and charges that you have already paid during the period of

insurance. In addition, the insurer will retain any fees and charges that you have already paid, including the device fee of £85, and charge for your time on cover .

Provided you have not made a claim and a claim has not been made against you, then the insurer will return to us a proportion of 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 and you will be expected to pay the full annual premium and the policy excess. 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 and 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. Refunds made to a payment card normally appear in your account between 3-5 working days depending on your banking provider.

Payments, Fees and Charges

Premium finance

When you have agreed on an insurance policy we will provide you with options for making the insurance more affordable by spreading the cost using premium finance. Spreading the cost of your insurance premium enables you to pay for your insurance in a convenient and affordable way. Once setup, you must repay the premium finance provider the amount borrowed plus interest and any charges.

Brightside Insurance Services Ltd is a credit broker and not a lender. The payment instalment plan and premium finance is provided by Close Brothers Premium Finance.

If you decide to pay by premium finance, the set-up process couldn't be easier. Typically, you will be asked to sign a credit agreement, provide Direct Debit details and make an initial deposit payment by debit or credit card. The premium finance company pay us the amount you borrow, which we use with the deposit we collect to pay the insurer the full annual premium.

The finance provider will take monthly instalments directly from your bank account by Direct Debit. To remain on cover you must make these payments.

In the event that instalment payments are missed or not made, Close Brothers Premium Finance may cancel your credit agreement and without an alternative method of payment, Brightside will cancel your insurance policy.

On cancellation and if there hasn't been a claim, the insurer will return a portion of the unused annual premium to us which we will use to reduce the debt you owe to Close Brothers Premium Finance. If there is still a balance outstanding, Close Brothers will charge an equivalent sum to Brightside.

You agree as part of our terms of business that you will pay us any costs we incur as a result of providing our services to you. If you do not maintain your premium finance and we have to make a payment to Close Brothers as a result you must pay this sum to us under this agreement. In these circumstances we will contact you directly regarding payment for this amount, as follows:

- Where you have consented to us holding a continuous payment authority on your credit/ debit card, we will attempt to take payment from the most recent payment card you have used with us
- We may contact you directly to arrange payment; and
- We may also pass 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 the services which they will collect along with the outstanding balance.

As we are a broker, the price we offer you we may include commission or discounts as well as the insurers premium.

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, or the date any mid-term adjustment is processed.

Administration & device fees

In addition to any premium or charges applied by the insurer (which includes our commission for placing your insurance business), we may apply the following fees for arranging, amending and administering your insurance.

When we arrange your insurance policy the insurer pays us a commission. If you cancel your insurance policy outside of the cooling off period the insurer will reclaim a proportion of that commission from us. We will deduct the amount of the reclaimed commission from any return premium owed to you or add it to any outstanding balance due.

Fees Summary	
Our administration fee (For making changes to your policy)	£35
Device Fee (Payable if the policy is cancelled or does not begin)	£85
Our Cancellation fee within the cooling off period (In addition to the cost for "time on cover")	£25
Our Cancellation fee applied after the cooling off period (In addition to the cost for "time on cover" charged by your insurer)	£60

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.

Telematics Unit

This insurance requires a telematics unit to be activated in your vehicle for the duration of the policy. The telematics unit is a small device that you will be able to stick on your windscreen and set up yourself. There are no wires or charging ports inside the vehicle. It will be sent with clear instructions on how to set it up and should take no more than 5-10 minutes.

We are the owner of the telematics unit and it is issued to you for the duration of your policy. There is no obligation to return the device at the end of the period of insurance.

You must activate the telematics unit within a week of your policy start date or changing your vehicle. If you fail to do this, we will treat this as a cancellation request and cancel your policy with seven days' notice, in writing, with a cancellation charge.

The telematics unit must be active in your vehicle for the duration of your policy. If the device is deactivated or removed, we will treat this as a cancellation request and cancel your policy with seven days' notice, in writing, with a cancellation charge.

Telematics Data

Once the telematics unit is installed and activated in your vehicle, you and any named drivers on your policy can drive as you normally would. The telematics unit sends us regular information, "Telematics Data", which allows us to understand how your vehicle is being driven, the distance it is travelling, when it is being driven and where it is parked. We will use this information to:

Review the mileage on your policy and check it is an accurate reflection of the miles you are travelling. This may result in the mileage stated on your policy being adjusted, up or down, to reflect the mileage you have driven. You will be given 7 days' notice of any adjustment and will be charged our administration fee.

Review the location of your vehicle and check it is an accurate reflection of where you advised it would be
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parked. If, over a 30 day period, your vehicle is parked overnight at a postcode more than 1km away from the address you have registered more often than not, this may result in the adjustment or cancellation of the policy. You will be given 7 days' notice of any adjustment or cancellation. Any adjustment or cancellation will have applicable charges.

Interpret how safely your vehicle is being driven and turn this into a driving behaviour score which is used to send you extreme event notifications.

The driving behaviour score and extreme event notifications may be used to provide tips on how to improve your driving, issue 7-day cancellation notifications, or provide discounts at renewal.

In the event of a claim, we, your insurer and Action365 Ltd, will also use your driving data at or around the time of the accident to assist with the claims process and ensure your vehicle was being driven in accordance with your policy terms and conditions.

Driving Behaviour Score and Extreme Event Notifications

Both ourselves and the insurer will use some factors to interpret how safely the insured vehicle is being driven. These factors are speed, erratic driving and time of day.

Speeding

Frequently driving above the speed limit increases the likelihood of you having an accident. Driving not only in accordance with the speed limits but also at a speed appropriate for the road and conditions is the safest approach.

Excessive speeding

We don't believe there is any reason to be driving at excessive speeds such as 90mph on a 60-mph speed limit road, or over 100 mph on any road type. These types of excessive speeds will trigger an extreme event notification and may lead to cancellation of your policy with 7 days' notice.

Erratic driving

We measure this by combining certain driving behaviours, such as speeding-up, braking and cornering.

Time of Day

Driving in the late evening through to the early hours is the riskiest time to be on the road. Statistically this is when the most serious accidents occur.

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 Manager, Brightside Park, Severn Bridge, Aust Bristol BS35 4BL or email: complaints@brightsideinsurance.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.

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

Website: www.financial-ombudsman.org.uk

Compensation

Brightside Insurance Services Ltd is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and circumstances of the claim.

Compulsory classes of insurance are covered for 100% of the claim, without any upper limit. Other classes of insurance are covered for 90% of the whole claim with no upper limit. Further information about compensation scheme arrangements is available from the FSCS website www.fscs.org.uk/ or by using the contact details below:

Financial Services Compensation Scheme 10th Floor, Beaufort House

15 St Botolph Street London EC3A 7QU

Telephone 0800 678 1100 or 0207 741 4100 or email: enquiries@fscs.org.uk.

Client money segregation

The premiums that we collect from you are held as agent for the insurance undertaking with which we place your insurance. Our agency arrangement extends to all premium, adjustment premium and return premium handled by us "Brightside" on behalf of the insurance undertaking. This agency arrangement provides protection to you as money received by us "Brightside" from you is deemed to have been received by the insurance undertaking.

Earning interest on customer premiums

We hold premiums that you pay us in a non-statutory trust 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

Our income is generated from a combination of the administration charges we apply and as well as the commission we receive from insurers and finance providers. The amount of commission earned by Brightside

from finance providers varies with the interest rate we set for the product you are purchasing.

Brightside remunerates its employees using a combination of fixed and variable rewards that are designed to ensure they act in customers' best interests at all times. All employees receive a base salary. In addition, contact centre employees also receive variable financial rewards based on the insurance policies they process, providing they also achieve high levels of customer service and quality scores. Discretionary non-financial rewards (e.g. additional holidays) may also be given for the same reasons. 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.