



**Your Car Insurance**  
Policy Summary Booklet

# Contents

<b>Welcome to Brightside car insurance</b> .....	<b>4</b>
<b>Car Policy Summary</b> .....	<b>6</b>
About Brightside car insurance .....	6
Summary of Cover .....	6
Claims and Glass Helpline .....	6
Insurer.....	6
Cover and Sections Applicable.....	7
Cancellation .....	10
Monthly Instalment under a Credit Agreement .....	11
Complaints Process.....	12
Taking your Complaint Further.....	12
Compensation Scheme.....	12
Insurer Information.....	12
<b>Motor Legal Protection Policy Summary</b> .....	<b>14</b>
Significant features and benefits.....	14
Significant exclusions or limitations .....	15
Claims Procedure .....	15
Cooling Off Period.....	15
Cancellation .....	15
Complaints Procedure .....	16

# 1

## Part 1 Introduction

# Welcome to Brightside car insurance

Welcome to Brightside car insurance, a new robust and reliable insurance product. We want you to be happy with what you've paid for, so Brightside promise to do everything possible to make sure you feel looked after and get the best service possible. Should you have any questions about your cover then give us a call, we'd be happy to help.

We love what we do and when we have happy customers we know we've done our job well. But if you do have any comments or feedback for us on how to improve our service then email them to **[feedback@brightsideinsurance.co.uk](mailto:feedback@brightsideinsurance.co.uk)**.

This booklet is split into three parts, this introduction, part 2 is the car insurance summary and part 3 the motor legal expenses summary.

# 2

## **Part 2** Car Policy Summary



# Car Policy Summary

**Type of Insurance: Car**

**Duration Of Policy: 12 months**

## About Brightside car insurance

Brightside is a trading style of Brightside Insurance Services Ltd who are authorised and regulated by the Financial Conduct Authority. No 302216. Brightside Insurance Services Ltd is registered in England and Wales No. 04137311. Registered office: Brightside Park, Severn Bridge, Aust, Bristol BS35 4BL. You may check this on the Financial Services Register or by contacting the FCA on 0800 111 6768.

## Summary of Cover

This is a policy summary only. It does not contain the full terms and conditions of the contract. For full details of all policy terms, conditions & exclusions please refer to the main policy wording (a copy of which is available on request).

If you have any concerns with your policy, features and benefits, terms or conditions, please email **car@brightsideinsurance.co.uk**. Any excess(es) or endorsement(s) that are applied to your policy will be shown on your Motor Policy Schedule.

## Claims and Glass Helpline

To make a claim, or to report an incident which may result in a claim call: **0333 222 4548**.

Please note that you must report all incidents to us as soon as reasonably possible, (preferably within 24 hours of the incident but ideally within 1 hour) even if you are not claiming. When you call, please have your current Certificate of Motor Insurance ready and the details of the incident itself.

## Insurer

Your insurer will be shown on your Motor Policy Schedule and your Certificate of Motor Insurance.

## Cover and Sections Applicable

	Comprehensive Cover	Third Party Fire and Theft	Third Party Only
<b>Section 1. Loss of or Damage to Your Car</b>	Included	Included*	<b>Not Covered</b>
<b>Section 2. Liability to Third Parties</b>	Included	Included	Included
<b>Section 3. Medical Expenses</b>	Included	<b>Not Covered</b>	<b>Not Covered</b>
<b>Section 4. Emergency Medical Treatment</b>	Included	Included	Included
<b>Section 5. No Claims Discount</b>	Included	Included	Included
<b>Section 6. Windscreen and Glass Cover</b>	Included	<b>Not Covered</b>	<b>Not Covered</b>
<b>Section 7. Foreign Travel &amp; European Cover</b>	Included	Included	Included
<b>Section 8. Servicing or Repair</b>	Included	Included	<b>Not Covered</b>
<b>Section 9. Personal Belongings</b>	Included	<b>Not Covered</b>	<b>Not Covered</b>
<b>Section 10. Personal Accident</b>	Included	<b>Not Covered</b>	<b>Not Covered</b>
<b>Section 11. Children's seats</b>	Included	Included	<b>Not Covered</b>

\* Section 1 only applies to third party fire and theft policies for loss or damage caused directly by fire or theft. Courtesy car is only applicable to comprehensive cover. The general conditions and general exclusions apply to all sections of the policy.

Note: your policy excludes some situations and circumstances. It is important that you read the full policy wording to ensure that cover meets your demands and needs, and you are familiar with all aspects of cover given to you and in what circumstances this may be excluded or limited. All the cover levels shown are prior to deduction of the applicable policy excess.

Benefit	Level of Cover	UNUSUAL EXCLUSIONS & LIMITATIONS
Accidental or malicious damage cover (Section 1)	Comprehensive only	The policy does not cover damage to tyres caused by braking, punctures, cuts or bursts.
Theft of in-car entertainment, communication and navigation equipment (Section 1)	Comprehensive / Third Party Fire and Theft	Only applies to equipment permanently fitted to your car. The maximum payable on comprehensive cover is £750, or £100 for Third Party Fire and Theft cover

Benefit	Level of Cover	UNUSUAL EXCLUSIONS & LIMITATIONS
Damage to your car by theft or attempted theft (Section 1)	Comprehensive / Third Party Fire and Theft	<p>The policy will not pay for:</p> <ul style="list-style-type: none"> <li>• Claims resulting from ‘taking away’ incidents where the car is taken by a member of your immediate family or person living in your home.</li> <li>• Claims where the ignition keys have been left in or on the car, where the car has not been properly locked/secured or where the car has a standard-fit alarm/immobiliser which is not working.</li> <li>• Claims involving fraud or deception. An example is where you are selling your car, hand over the keys and later discover that the purchaser’s payment will not be honoured by the bank or where you do not have a proper title to the car because it has been ringed (i.e. it has had its identity changed by criminals prior to you taking possession of it).</li> <li>• Confiscation, requisition or destruction by a government, public or local authority.</li> </ul>
Courtesy car (Section 1)	Comprehensive only	<p>The policy does not cover any fees, costs or charges relating to the modification, collection, use, delivery and return of the courtesy car</p> <p>If the claim for damage to your own car is covered by the policy and the insured car is repairable, a courtesy car will be provided by the Company’s approved repairer for the duration of the repairs. The courtesy car can only be provided subject to availability. The intention of the courtesy car is to keep you mobile and it will not always be like for like in terms of size, type, value or status.</p>
Third party liability cover including whilst towing (Section 2)	All cover levels	<p>A limit of £20,000,000 applies to third party property damage claims (in addition costs will be paid up to £5,000,000).</p> <p>There is no cover for damage to any trailer or caravan being towed.</p>
Driving other cars extension (Section 2)	All cover levels	<ul style="list-style-type: none"> <li>• Only applies if this cover is shown on your Certificate of Motor Insurance (under “Persons or classes of person entitled to drive”). If it applies, this gives third party only cover, for the policyholder only, to drive other cars that do not belong to you.</li> <li>• Driving other cars extension only applies to driving in England, Scotland, Wales, Northern Ireland, Isle of Man and The Channel Islands.</li> <li>• You must have the owner’s permission to drive their car. Other limitations apply to this benefit.</li> <li>• Driving other cars cover may not be used to obtain the release of vehicles impounded by the police/authorities.</li> </ul>



Benefit	Level of Cover	UNUSUAL EXCLUSIONS & LIMITATIONS
Glass/windscreen cover (Section 6)	Comprehensive only	<p>Provided you contact the approved repairer using the claim number <b>0333 222 4548</b> to arrange for replacement or repair of your windscreen or windows, the cover provided by this policy will be unlimited.</p> <p><b>• A £75 windscreen excess applies.</b></p> <ul style="list-style-type: none"> <li>• Cover is only provided for incidents within England, Scotland, Wales, Northern Ireland, Isle of Man and The Channel Islands.</li> <li>• Cover does not include sun roofs, roof panels, lights or reflectors whether glass or plastic.</li> <li>• If any other repairer is used then cover will be restricted to £100.00 less the windscreen excess.</li> </ul>
Foreign Travel & European Cover (Section 7)	All cover levels	<p>The policy provides the legal minimum level of cover in all EU countries and any other country outside of the European Union which has agreed to follow European Directives approved by the commission of the European Union. Additionally, The same cover level you have in the UK (e.g. comprehensive, Third Party fire and theft or Third party only) applies while driving in Europe. European use restricted to social, domestic &amp; pleasure purposes only.</p> <p>European use is restricted <b>to 90 days</b></p> <p>Your permanent residence must be in the UK, (includes Isle of Man and the Channel Islands).</p>
Personal belongings cover (Section 9)	Comprehensive only	A limit of £150 applies. Cover does not apply to phones, money, stamps, tickets, securities, jewellery or furs
Personal Accident cover (Section 10)	Comprehensive only	Cover applies to yourself, your legally married spouse (if you are married) or your partner (including civil partner). A limit of £5,000 per person applies in the event of death or £2000 per person in the event of loss of limb(s) or loss of eye(s) as a direct result of an accident while travelling in the insured car or any other private car. Other limitations apply to this benefit (See Section 10 for details).
Childrens seats (Section 11)	Comprehensive / Third Party Fire and Theft	If your car is involved in an incident, damaged by fire or theft or is stolen we will pay up to £100 to replace childrens car seats even if there is no apparent damage to such items.

## SIGNIFICANT & UNUSUAL GENERAL EXCLUSIONS/LIMITATIONS

Excesses (Sections 1, and 6)	You will have to pay the amounts of excess shown in your motor policy schedule. The amount will vary depending on the type of damage and under Section 1 may be increased if your car is being driven by a young and/or inexperienced driver. The amount of young and/or inexperienced driver excess is determined by the status of the driver at the time of the incident leading to a claim under the policy.
Looking after your car (Exclusions to Section 1, General Exclusions and General Conditions)	The policy will not pay if you have not maintained the car in a roadworthy condition – this includes having a current MOT Certificate if required. We will not pay for damage resulting from an inappropriate type or grade of fuel being used. There is no cover for damage caused deliberately by you or the person driving We will not pay for further damage to your car if, following an accident, it is driven or there is an attempt to drive it in a damaged condition.
Driving licences (General Exclusions)	You and all drivers must comply with the conditions of your driving licence(s) otherwise cover will not be provided by the policy.
Drink/Drugs Exclusion (General Exclusions)	The policy will not pay if you are involved in an accident and are subsequently convicted of driving under the influence of alcohol or drugs at the time of such accident.
Riot and Civil Commotion (General Exclusions 7b)	This policy does not cover loss or damage arising, during or in consequence of: riot or civil commotion occurring elsewhere than in Great Britain, Isle of Man or The Channel Islands, except as required by any Road Traffic Act.

## Cancellation

If this policy does not meet your needs, or If you wish to cancel your cover, or if you require more information regarding cancellation, then please call **0333 222 4540**.

You can also email: **car@brightsideinsurance.co.uk**

Or write to: Brightside car insurance, Brightside Park, Severn Bridge, Aust, Bristol BS35 4BL.

## Cancellation by you.

If the policy is cancelled before cover has started you will be entitled to a full refund of the premium paid.

You have the right to cancel your policy during a period of 14 days either from the day of purchase of the contract or the day on which you receive your policy documentation, whichever is the later, unless we are required to make a total loss payment under the policy, under which circumstances you must pay the full annual premium and you will not be entitled to any refund. If you exercise your right to cancel during the 14 days period of cover you will be entitled to a refund of premium paid subject to a deduction for the time you have been covered.

If you decide to cancel after 14 days and the cover has started you will be entitled to a refund of the premium paid (providing you have not made a claim, or a claim has not been made against you), subject to a deduction for the time you have been covered and the charges as detailed in the Brightside car insurance terms of business, (available from the website).

**The full annual premium is payable in the event of a fault claim and no refund will be given.**

### Where we may cancel your cover

We or Brightside car insurance may cancel the policy if we have a good reason for doing so.

Some examples of situations where we 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 we 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) We identify misrepresentation or fraud or any attempt to gain an advantage under this insurance to which you are not entitled.

Before we or Brightside car insurance cancel your policy you will be given seven days' notice to either the email address or postal address shown on your account.

Where we or Brightside car insurance cancel the policy you will be entitled to a refund of the unused premium paid. Where we return an unused premium it will be subject to a deduction of the charges shown in the Brightside car insurance Terms of Business. In cases of fraud we are permitted to retain your premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

Please note the full annual premium is payable if you have used the policy to make a fault claim or a fault claim has been made against you and no refund will be given.

### Monthly Instalment under a Credit Agreement

If you are paying your premium using monthly credit facilities, you must make regular monthly payments as per the terms of your credit agreement. If you fail to do this, your lender reserves the right to terminate your credit agreement. If your credit agreement is terminated your insurance cover may also be cancelled in accordance with the terms of your policy unless the remainder of the premium due is paid. If Brightside car cancel your insurance for this reason, there will be cancellation charges, as set out in the Brightside car Terms of Business.

## Complaints Process

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 car insurance, Brightside Park, Severn Bridge, Aust, Bristol BS35 4BL.

Alternatively you can email [complaints@brightsideinsurance.co.uk](mailto:complaints@brightsideinsurance.co.uk).

We will acknowledge receipt of your complaint and provide you with a timescale for a full response. We will endeavour to provide you with a final response within 8 weeks. Full details of our complaints handling procedures are available upon request.

## Taking your Complaint Further

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)

**Contacting the Financial Ombudsman Service does not affect your right to take legal proceedings.**

## Compensation Scheme

If we are unable to meet our liability under this policy, you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). This will depend on the circumstances of the claim. Further information about the compensation scheme is available from the FSCS on: [www.fscs.org.uk](http://www.fscs.org.uk)

## Insurer Information

The obligations of the subscribing insurers under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of each company's individual subscription. If one of the insurers does not for any reason satisfy all or part of its obligations the other insurers will not be responsible for the defaulting insurers obligations.

# 3

**Part 3:**  
Motor Legal Protection  
Policy Summary

# Motor Legal Protection Policy Summary

This is a summary of your Motor Legal Protection Policy. It does not contain the full terms and conditions which can be found in your policy wording. The period of cover is linked to that provided by your Brightside car insurance policy but is normally for 12 months following payment of the premium or agreement to pay the premium. For cover to be valid under this Motor Legal Protection Policy your Brightside car insurance policy must remain in force.

This policy only operates in the event of an accident for which the policyholder is not at fault and where there is a reasonable prospect of success in recovering the policyholder's uninsured losses from the responsible party.

This policy is suitable for someone seeking insurance cover for legal costs incurred pursuing a claim for the recovery of uninsured losses (including personal injury claims) from the person responsible for the accident following a non-fault road traffic accident.

## Significant features and benefits

### This policy will cover you for:

- Legal costs (including opponents costs) up to £100,000 if the insured vehicle is involved in a non-fault accident with another vehicle, to pursue compensation for;
- Loss of or damage to the insured vehicle;
- Damage to any personal property owned by you or for which you are legally responsible whilst in or on the insured vehicle;
- Death or personal injury to you whilst in, on or mounting or dismounting from the insured vehicle;
- Any other uninsured losses incurred as a result of the accident e.g. your policy excess, hire vehicle charges, loss of earnings.

The policy also includes access to a 24 hour Motor Legal Helpline (0161 444 1930 ) which will provide you with preliminary advice and guidance in relation to your use of the vehicle covered by this insurance.

## Significant exclusions or limitations

### This policy will not cover you:

- For any legal costs in excess of £100,000; (Definitions: Limit of Indemnity)
- If your claim against the other party does not have reasonable prospects of success; (Definitions and What is covered)
- If the other driver cannot be traced or identified, or is not insured; (General Exception 13)
- If the claim is not reported to us within 30 days of the accident; General Condition 2a and General Exception 1
- If you are not in or on the insured vehicle at the time of the collision; (Definitions: Insured incident)
- If you appoint a solicitor without first obtaining our agreement; (General Condition 4)
- If you incur costs before we appoint a solicitor to represent you. (General Exception 3)
- The Helpline will not undertake any communication or correspondence on your behalf, provide written advice, or provide any formal legal advice or representation. (What is covered - Access to our 24 hour Motor Legal Helpline)

## Claims Procedure

If you wish to make a claim call **0333 222 4548**.

## Cooling Off Period

Before you accept our policy you have 14 days to review your policy wording. If you are not totally happy with the policy and you have not made a claim you can write to your Insurance intermediary requesting that your insurance is cancelled and that any monies paid be returned. We will then cancel your insurance.

## Cancellation

Written confirmation of the cancellation of the policy may be given at any time by you or by us, as detailed in the policy wording under the heading 'Cancellation'. We will give you 7 days notice of cancellation to enable you to find alternative cover. You may cancel the policy by contacting your Insurance intermediary. In the event that you instruct us to cancel the policy outside of the cooling off period there will be no refund of premium.

## Complaints Procedure

If you have any complaint you should first contact your Insurance intermediary or the Administrators or Claims handlers. Complaints can be made verbally or in writing.

Alternatively you can write to the underwriter's dedicated complaints team at the offices of their service providers in the UK at Markerstudy Customer Relations, Markerstudy Limited, PO Box 727, Chesterfield, S40 9LH. They will contact you within five days of receiving your complaint. They will try to resolve the problem and give you an answer within four weeks. If it will take longer than four weeks then you will be told when you can expect an answer.

If you are still not satisfied you can contact the Financial Ombudsman Service at the following address; Financial Ombudsman Service, Exchange Tower, London, E14 9SR

### **Following the complaints procedure does not affect your right to take legal action.**

The Underwriters are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if they cannot meet their obligations. Further information is available from the Financial Conduct Authority or the FSCS. The FSCS can be visited at **[www.fscs.org.uk](http://www.fscs.org.uk)** or on 0207 741 4100.

This policy is provided by Markerstudy Insurance Company Limited which is a member of the Association of British Insurers.

Markerstudy Insurance Company Limited is regulated by the Gibraltar Financial Services Commission (Registered No. 78789) and subject to a limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting insurance business in the UK (Number 206322).

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**Brightside Car Insurance**

Brightside Park, Severn Bridge,  
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t: **0333 222 4540**

**[brightsideinsurance.co.uk](http://brightsideinsurance.co.uk)**