

## **Terms of Business**

### **About us**

One Insurance Solution is a trading style of Brightside Insurance Services Ltd which is authorised and regulated by the Financial Conduct Authority (Firm reference number 302216 - This can be checked on the Financial Services Register by visiting the FCA website or by contacting them on 0800 111 6768). Registered in England and Wales No 04137311. Registered office: Brightside Park, Severn Bridge, Aust, Bristol, BS35 4BL.

If you need to contact us call 0333 222 1072 or email [enquiries@oneinsurancesolution.co.uk](mailto:enquiries@oneinsurancesolution.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 leading insurers and a single insurer for Key Cover, Personal Accident cover, additional Windscreen cover, Replacement Vehicle cover, Tool cover, Motor Legal Expenses insurance, Breakdown Assistance, Public Liability and Excess Protection cover. Our service includes, but is not limited to, arranging your insurance cover and helping you with on-going changes. We will advise and make a recommendation after we have assessed your needs.

### **The capacity in which we're acting**

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

### **Quotations**

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

### **Your data**

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.

## **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 and you are purchasing on line, 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 Proposal Form or 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 policy documents, 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 1072

### **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.

## Road Traffic Act (Motor Insurance Only)

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

### Documents that we may need from you

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

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

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

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

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

## Charges and Cancellation process

### Payment of premiums

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

Where a policy has been arranged on a 'Minimum and Deposit' basis the premium has been calculated by applying rates to estimated wage/roll and/or turnover at the beginning of the year and then adjusted based on a yearend declaration. The adjustment can produce additional or return premiums depending on whether the yearend declaration is more or less than the estimates used to calculate the original premium. When the policy has a Minimum and Deposit premium, because the premium charged is the minimum, there is no return premium allowed if the yearend declaration is less than the original estimate. However, insurers can still charge an additional premium if the yearend declaration is greater than the original estimate and therefore you would be expected to pay this in full.

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

If we arrange an instalment plan for you, finance will be provided by either Close Brothers Premium Finance Limited or by using the insurer's instalment facility

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

### Administration and setup charges

In addition to any premium charged by the insurer (which includes our commission for placing your insurance business), One Insurance Solution will also charge you for setting up, amending and cancelling the policy as well as issuing documentation in other formats.

During the lifetime of your policy you may need to make changes to your cover. All amendments will be subject to a mid-term adjustment charge.

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 Policy Arrangement Charge	Up to a maximum of 25% of the annual premium (subject to a minimum charge of £50)
Mid-term adjustment	£35.00 (This is the maximum we will charge for any Mid-term Adjustment)
Direct Debit Arrangement	£25.00 (£35.00 for policies over £2000)
Direct Debit Reinstatement	£25.00
Cancellation charge inside the cooling off period	Up to £75
Cancellation charge outside the cooling off period	£75.00 cancellation charge in addition to the commission earned by us for placing the insurance policy
Paper Copies of Documentation (Non-Refundable)	£10.00
Duplicate Document/Non-Standard Letters	£10.00

## **Your Right to Cancel**

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

When a policy is cancelled after the 14 day cooling off period we charge a cancellation fee and retain our commission in full and any fees and charges that you have already paid during the period of insurance. The insurer may apply a short period or pro rata charge for time on cover. If there hasn't been a claim or a claim made against you a refund may apply. (For more details, please refer to the 'How a refund is calculated' section)

## **Cancelling Optional Extras**

If you have any additional optional insurances (eg Breakdown, Legal Expenses, Excess Protection etc) linked to your insurance, then these will be cancelled when your main 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 may not be charged for them. There will not be any refund if you cancel these optional extras after the 14 day cooling off period.

## **How to cancel your Insurance**

If you wish to cancel your insurance contract, please call our customer service team on 0333 222 1075 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.

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

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

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

## **Where we or the insurer may cancel your cover**

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

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

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

Before One Insurance Solution cancels your policy One Insurance Solution or your insurer will send you seven days' notice to either the email address or postal address shown on your account.

## **How a refund is calculated**

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

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

- o A cancellation charge as set out in the 'policy and administration charges' section of this document.
- o A pro rata amount of the Annual Arrangement charge for the time you have been on cover\*

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

- ▮ The cost of all add-on products that you purchased (where applicable)
- ▮ the Annual Arrangement charge as set out in the 'policy and administration charges' section of this document
- ▮ the Direct Debit arrangement charge (where applicable)
- ▮ The commission earned by us for placing your insurance plus £75.00 as set out in the 'policy and administration charges' section of this document

\*To calculate the cost for the time on cover, your insurer will apply either a pro-rata or use a higher rates for short period cover. A table of charges or short term cancellation rates will be shown in your policy schedule/policy wording, if applicable.

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

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

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

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

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

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

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

## **General Conditions**

### **How to make a complaint**

It is our intention to provide you with a high level of service at all times. In the unlikely event that you should have cause for complaint, please write to: Managing Director, One Insurance Solution, Petitor House, Riviera Way, Nicholson Road, Torquay, TQ2 7TD

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

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

If you remain dissatisfied with our response to your complaint you may be able to refer the matter to the Financial Ombudsman Service. To use their service you must be eligible and your complaint must be sent to them within 6 months of our final response letter. You may contact them at:

Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Tel: 0800 023 4567 (from a landline) or 0300 123 9 123 (from a mobile) Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### **Claims**

We have no authority to handle claims on behalf of insurers. In the event of an incident occurring which may give rise to a claim under your policy, you should notify us as soon as possible using the contact details in your welcome pack or the Make a Claim section of your policy wording

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

### **Client money segregation**

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

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

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

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.

### **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. One Insurance Solution 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 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.

