



# Your Home 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 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 130 0428** or email [home@brightsideinsurance.co.uk](mailto:home@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 home insurance (you may ask us for details of these insurers) and a single insurer for each of the following; Key Cover, Family Legal Protection, Homecare Emergency Assistance Service and Excess Protection cover.

Our service includes, but is not limited to, arranging your insurance cover and helping you with on-going changes. You will not be provided with advice but you will receive sufficient information on the product to enable you to make an informed decision as to whether it meets 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.

## 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.

## Handling money

When you purchase a policy, your card and bank account details will be stored safely in accordance with industry standard for the purpose of automatic renewal and to pay premiums and refund as well as to collect payments and premiums as they become due upon changes to your policy.

We will use your credit/debit card details for collecting balances owing following cancellation and for the renewal of your policy. In the event of you receiving an overpayment we will attempt to recover our funds using the card details we have stored.

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.

## Automatic renewal

To make sure you are not left without insurance we will 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 have, or if your renewal declines and we can no longer provide cover, then we will contact you.

## 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 payment by the date specified by us or your policy may not be valid.
- 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 and Policy Wording, as these documents form the contract of insurance with your insurer(s). Under the policy conditions you must tell us of any changes to the information given on your proposal, Statement of Information or schedule. 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 130 0428**.

### Your cover

You can access your documents from your customer account. Please check that the cover being provided to you is the cover you need. It is your responsibility to provide accurate information when you take out, change or renew your insurance policy. If you make any changes to your policy during the period of cover you will be advised prior to making these changes of any revised policy terms and conditions that may apply.

### Making changes

During the lifetime of your policy you may need to inform us about changes to your circumstances or contact details. 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.

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.

### 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 utility bills or 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 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.

Fees and charges added at the start of the policy and during the policy term are nonrefundable.

## 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.

When your policy ends following cancellation 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.

Policy and Administration Charges Summary	
Annual Arrangement fee	*30% of the insurers' premium
Administration charge for making changes to your policy	£25.00
Cancellation charge applied within the cooling off period.	£20.00
Cancellation charge applied after the cooling off period	£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.

## Cancellation

### How to cancel your insurance

Please read your policy documents as this will detail the fees and charges applied by the insurer inside and after the cooling off period.

If you wish to cancel your insurance contract, please call our customer service team **0333 130 0428**. 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.

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

## 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 claim.

If you cancel within this cooling off period we charge a cancellation fee as well as retain any fees and charges that you have already paid during the period of insurance.

## Cancelling Optional Extras

If you have any additional optional insurances (eg Family Legal Protection, Homecare Emergency, Key Cover or Excess Protection etc) linked to your home insurance, then these will be cancelled when your home 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 the additional optional insurances. There will not be any refund if you cancel these optional extras after the 14 day cooling off period.

## 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 appropriate, refunds will be credited back to reduce the outstanding balance on your finance agreement or back to the card used to make payment. However on some occasions 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.

## Where we or the insurer may cancel your cover

We may cancel the policy, but only if there is a good reason for doing so.

Some examples of situations where we or the insurer would have a good reason for cancelling your policy are shown in your policy documents and include:

- 1) non-payment of the premium due; or
- 2) there are changes to your circumstances that the insurer cannot cover; or
- 3) you have failed to supply necessary documentation to support your application; 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.
- 5) you have failed to meet the terms and conditions of the policy

We will not return 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 policy is cancelled in this way we or your insurer will send you 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.

# 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](mailto: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.

## 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) under the section titled "Lloyd's UK policyholders - How to Make a Complaint".

## 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 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 commissions we receive from insurers and finance providers. 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.