



## Terms of business

This document sets out our professional relationship with you and the services we will provide. By accepting these Terms of Business, you are giving your consent for us to act in the manner described below.

Throughout this document the use of We/Our/Us refers to Brightside Insurance Services Ltd. If there is anything you do not understand please contact us for help.

## About us

AXA Specialist Risks is a trading name of Brightside Insurance Services Ltd. Brightside Insurance Services Ltd is an independent insurance broker 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. This can be checked on the Financial Services Register by visiting the FCA website. If there is anything you do not understand or if you need to contact us, you can call us on 0344 902 8323.

## The service we provide

Brightside Insurance Services Ltd is an insurance intermediary and we offer a wide range of products. For Fleet and Commercial insurance we work with a panel of insurers, for Optional Additional Products and Loss Recovery we only offer products from single insurers. We will confirm which applies before we arrange your cover. The insurers and products we offer are on our website [www.brightsideinsurance.co.uk/insurer-list](http://www.brightsideinsurance.co.uk/insurer-list). Our service includes, but is not limited to, arranging your insurance cover and helping you with ongoing changes.

When you take out, amended or renew your insurance policy 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. We recommend you keep copies of all communications from us for your records.

## The capacity in which we are 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. Claims handling and claims administration is handled by the insurer.

## How your information will be used and shared

Brightside will need to collect and process your data in order to provide products and services. 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 Privacy Policy can be found here: [www.brightsideinsurance.co.uk/privacy-security](http://www.brightsideinsurance.co.uk/privacy-security)

## Quotations

Quotations offered by Brightside Insurance Services Ltd are only valid for the period advised to you. Your insurer has the right to decline your risk, increase the premium or restrict the policy if any errors or omissions are found in the Proposal Form or Statement of Information. A quote shall be treated as an invitation to treat and can be withdrawn by the insurer at any point before the Policy Documents are issued.



## Continuous payment authority

When you purchase a policy, your card and bank account details will be stored safely in accordance with industry standards. With your consent, we will 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.

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 renewals

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. If you do not wish to renew your policy, all you have to do is let us know by contacting us.

## Your Responsibilities

### Information, changes and answering questions

If you are taking out insurance related to your business or profession, you have a duty under the Insurance Act 2015 to make a fair presentation of the risk to insurers.

This duty applies when you take out your insurance cover, throughout the lifetime of the policy and when you renew your insurance. If you answer questions incorrectly or fail to include important ('material') facts and details, you may find at a later date that your cover is invalid or cancelled without refund and fails to pay out in the event of a claim.

You must ensure that all material statements of fact are correct and not misleading, and any material information which is a matter of expectation or belief (eg. an estimate or forecast) is provided in good faith.

You have a similar responsibility under Consumer Insurance (Disclosure and Representations) Act 2012 when you take out, change or renew insurance not related to your business or profession. It is your responsibility to provide accurate information and to take reasonable care when providing any information, statements or answers to us or your insurer. Answers must be provided honestly and to the best of your knowledge and understanding at the time of arranging your insurance contract and throughout the term of the contract. If you don't answer the questions correctly, your policy may be cancelled or your claim rejected or not fully paid.

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 call us on 0344 902 8232.

If you make any changes to your policy during the period of cover you will be advised prior to making these changes of any revised policy terms and conditions that may apply.



Please note,

- 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 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 where applicable the Certificate of Motor Insurance, as these documents form the contract of insurance with your insurer(s). If you make any changes to your policy, or add additional information we will send you a copy of the revisions. You will have the opportunity to correct any errors, but please be aware that this could result in an additional premium being charged by your insurer(s) and an administration charge by ourselves.

Breach of any terms, conditions or warranties may enable your insurer(s) to terminate your policy, or repudiate a claim under your policy. If there is anything you do not understand please contact us for help.

## Road Traffic Act

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

## 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 provide additional documents to support your application.

Depending on the insurance product and provider you may be asked 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.

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).



## Making changes

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 midterm 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 (which means to treat as if the policy never existed) If your policy is cancelled for this reason, we will process your policy in accordance with the 'Cancelling your Insurance' section of this document.

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

## Payments, Fees and Charges

### Policies paid in full

If you choose to pay for your insurance policy in full then you are required to pay the full amount stated on the day cover is arranged, or the date any mid-term adjustment is processed.

### 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, there are occasions where alternative providers will be offered.

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:

- (i) 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;
- (ii) We may contact you directly to arrange payment; and
- (iii) 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.

## Administration charges

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

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 charges for arranging, amending and administering your insurance.

Policy and Administration Charges Summary	
Annual Policy Arrangement Charge*	25% of the Insurers premium*
Administration charge for making changes to your policy mid-term	£35.00
Cancellation charge inside the cooling off period (in addition to the cost for "time on cover" charged by your insurer)	£35.00
Cancellation charge outside the cooling off period (in addition to the cost for "time on cover" charged by your insurer)	£75.00 cancellation charge in addition to the commission earned by us for placing the insurance

\*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

If you wish to cancel your insurance contract, please call our customer service team on 0344 902 8323 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.

## Your right to cancel

If you are entitled to a cooling off period, you have the right to cancel your policy, unless there has been a claim. If you cancel in the cooling off period, you will be charged by the insurer for the time you are covered and we will charge a cancellation fee.

## Cancelling optional extras

If you have any additional optional insurances (e.g. Breakdown, Legal Expenses, Excess Protection etc.) linked to your policy, then these will be cancelled when your 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.

## Where we may 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. Your circumstances have changed and the insurer can no longer provide cover; or
3. You have failed to supply necessary documentation to support your application (such as evidence of No Claim Discount); 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.

We will not refund any premium, fees, charges or commission on cancellation if misrepresentation, fraud or any attempt to gain an advantage under this insurance to which you are not entitled has been identified. If your policy is cancelled in this way Brightside Insurance Services Ltd or your insurer will send you seven days' notice to either the email address or postal address used to setup the insurance informing you that you are no longer covered and that you need to make alternative arrangements.

## Cancellation after the cooling off period

If you decide to cancel your policy after the 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. To calculate the cost for the time on cover, your insurer will apply either a pro-rata or use a higher rate for short period cover. A



table of charges or short term cancellation rates will be shown in your policy schedule/policy wording, if applicable.

Where a policy has been arranged on a 'Minimum and Deposit' basis the premium has been calculated by applying rates to estimated wagheroll 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.

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

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

If appropriate, refunds will be credited back to the card used to make payment. However, we may issue refunds by cheque, made payable to the policyholder. The choice of whether we refund by card or cheque is made for security reasons and remains at our discretion. 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: Complaints Brightside Insurance Services Ltd, Gateway House, Tollgate, Chandlers Ford, Eastleigh, SO53 3TG. 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).



## Financial ombudsman service

If you remain dissatisfied with our response to your complaint you may 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.financialombudsman.org.uk](http://www.financialombudsman.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 <http://www.fscs.org.uk/> by contacting them directly: 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](mailto:enquiries@fscs.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 your insurer as soon as possible using the contact details on either your Certificate of Insurance or the "Make a Claim" section of your policy wording. Please note that you must report all incidents as soon as possible. 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 in line the FCA client money regulations and is governed under a trust arrangement where we "Brightside" hold these premiums on behalf of you "our client". This means that once a premium has been paid to us, it is segregated into a client trust bank account on your behalf.

We will take commission earned from insurance companies in connection with your insurances, 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 we have agreed with each insurance company. As Brightside has systems and controls to monitor and manage credit risk, we may agree to extend credit to other customers using money from this account.

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 your behalf. We may transfer client money to another person or company such as another broker or settlement agent for the purposes of effecting a transaction on your behalf through that person or company.





## 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 may earn interest from money held in our client money bank account. Interest earned will not be held for the benefit of customers.

## Our remuneration

Our income is generated from a combination of the fees and charges we apply for setting up and administering policies as well as the commission we receive from insurers (which is a percentage of the total annual premium) 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.

Some of the insurers we use, provide us with a share of their profits. They calculate their profit made on the policies we administer and will pay us either monthly or annually a share of their profit when it reaches an agreed amount.

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.



# AXA Specialist Risks

provided by Brightside

## 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.