

Home Excess Protection

Brightside is a trading style of Brightside Insurance Services Ltd. This Home Excess Protection policy will run concurrently with **your Brightside home insurance policy** for a maximum of 12 months. If **you** arranged this policy after the **start date** of **your home insurance policy**, cover will be provided from the date **you** bought it and will end on the expiry date of **your home insurance policy** as detailed on **your policy schedule**.

Who is your insurer?

This policy is underwritten by UK General Insurance Limited on behalf of Surestone Insurance dac. Surestone Insurance dac is registered in Ireland number 340407. Registered Office Alexandra House, The Sweepstakes, Ballsbridge, Dublin 4, Ireland.

Brightside Insurance Services Ltd and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Surestone Insurance dac is regulated by the Central Bank of Ireland. This can be checked by visiting www.registers.centralbank.ie

Certification of Cover

This policy document, combined with **your policy schedule**, certifies that this insurance has been effected between **you** and **us**. In return for payment of the premium, **we** agree to insure **you** in accordance with the terms and conditions contained in, and endorsed on, these documents.

Important

Please keep this policy document, together with **your policy schedule**, in a safe place so **you** can read it again if **you** need to. **You** can only take out this insurance if **you** have bought a **home insurance policy** with Brightside. If **your Brightside home insurance policy** is cancelled for any reason, this policy will also be cancelled.

Who administers your policy?

We have appointed Direct Group Limited to administer **your** policy, and handle claims. Direct Group Limited is authorised and regulated by the Financial Conduct Authority number 307332.

Language

You will notice that some words throughout this document are shown in **bold** type. These words are listed and defined in the 'definitions' section at the end of this document.

Please contact **us** on 0333 130 0428 if **you** would like a copy of these terms and conditions in another format such as in large print, braille or audio file.

Please check that the information contained in this policy meets **your** requirements. If it does not, please contact Brightside who arranged this insurance for **you**.

What does the policy cover and what will it pay out?

Events

During the **period of insurance** and within the **territorial limits**, this policy will provide cover in the event of a settled claim on **your home insurance policy** where **you** are unable to recover **your excess** from a third party.

This policy will only provide cover when the amount claimed on the **home insurance policy** exceeds the **excess** amount.

Benefits

In the event of a valid claim this policy will pay the lesser of:

- **Your excess**; or
- The **policy limit**; or
- The difference between the total of any previous claims on this policy during the **period of insurance**, and the **policy limit**.

The maximum payable for the total of all claims made under this policy during the **period of insurance** is the **policy limit**.

What is not covered?

The policy will not pay out for the following:

- Claims when the amount claimed on the **home insurance policy** does not exceed the **excess** amount;
- Any claim where the **excess** has been waived or where a third party has reimbursed **you** or made good any loss or damage in respect of which **you** have or would otherwise have claimed against **your home insurance policy**;
- Any claim under the **home insurance policy** which occurred prior to the **period of insurance** or where **you** were aware that a claim was pending;
- Any claim arising under the **home insurance policy** as a result of landslip, subsidence or heave;
- Any claim resulting in any way from:
 - War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind;
 - Ionising radiation or contamination by radioactivity from any nuclear fuel or weapons, or from any nuclear waste from the combustion of nuclear fuel.

Conditions and limitations

The following conditions apply to **your** policy:

Consumer Insurance (Disclosure and Representations) Act 2012

This requires **you** to be truthful and take care to give accurate and complete answers to any questions **we**, the **administrator** or Brightside ask **you** when **you** purchase the policy, if **you** wish to make any changes to it during the **period of insurance**, or if **you** make a claim. If **you** do not do so, it may mean that **your** policy becomes invalid.

Note that if a claim under this policy is known by **you** to be false in any way, the claim will not be paid AND **your** policy will be made void with no refund of premium. **We** may also inform other insurers and the appropriate law enforcement authorities.

Change of circumstances

You must immediately advise the **administrator** if any of the following circumstances change, at any point during the **period of insurance**:

- **You** change **your** address;
- **You** are no longer a **UK** resident;
- **You** are no longer named on the **home insurance policy**.

If **you** are not sure if a change in circumstances is relevant to **your** policy, please contact the **administrator** for advice.

Transferring your interest in the policy

You cannot transfer **your** interest in the policy to anyone else.

How to make a claim

If **you** want to make a claim on the policy, please read this policy document to check that the cause of the claim is covered and then follow the instructions below:

Please note **we** can only process **your** claim once **your** home insurance claim has been settled.

Online

Visit the **administrator's** website at www.ryandirectgroup.co.uk/excess and download a claim form which will provide details of the information required.

By telephone

Contact the **administrator** on 0330 102 6055.

They will provide **you** a claim form including list of the documents or evidence that is required e.g. proof of **excess** paid.

Please send all completed claims forms and documentation to Specialist Claims, PO Box 1192, Doncaster, DN1 9PU.

Claims conditions

Please note that the following conditions apply to **your** claim and **we** may cancel the policy, refuse to deal with **your** claim, or reduce the amount of the claims payment if **you** ignore them.

Process

In the event of any incident which may give rise to a claim, **you** must follow the claims procedure detailed in this policy, and **you** must give the **administrator** all the information **we** or they ask for about the claim e.g. proof of **excess** paid.

We have the right, at **our** expense and in **your** name, to:

- Take over the defence or settlement of any claim against **you**;
- Start legal action to get compensation from anyone else; and/or
- Start legal action to get back from anyone else any payments that have already been made.

Cancellation

If **you** decide that for any reason, this policy does not meet **your** insurance needs, **you** have the right to cancel it at any time by contacting Brightside on 0333 130 0428 or writing to:

Brightside
Brightside Park
Severn Bridge
Aust
Bristol
BS35 4BL

If the policy is cancelled for any reason within the first 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later ('cooling off period'), **you** will be entitled to a full refund of the premium as long as **you** have not made a claim and do not intend to make a claim on the policy.

If the policy is cancelled for any reason after the 14 day cooling off period then no refund of premium will be payable.

Insurer's right to cancel

This policy runs concurrently with **your home insurance policy**. If **your home insurance policy** is cancelled for any reason, this policy will also be cancelled.

The **insurer** shall not be bound to accept renewal of any insurance and may at any time cancel **your** policy, but only if there is a valid reason for doing so.

Valid reasons include (but are not limited to):

- Fraud;
- Non-payment of premium;
- Threatening and abusive behaviour;
- If **you** otherwise cease to comply with the terms and conditions of this policy.

Where we have cancelled your policy after the 14 day cooling off period then no refund of premium will be payable.

Termination of Cover

This insurance cover shall automatically terminate immediately upon the first to occur of the following:

- The expiry of the **period of insurance**;
- Upon cancellation of the policy by **you** or **us**;
- If **you** do not pay the premium;
- If **we** are prohibited by law from continuing to provide cover or services to **you** under this policy;
- The underlying **home insurance policy** is cancelled.

Customer service & complaints

This complaints procedure does not affect **your** legal rights.

Questions or complaints about the sale of your policy

If **you** have a question or concern about, or **you** wish to make a complaint about how **your** policy was sold to **you** (including the information **you** were given before **you** bought the policy), or about the general service **you** received, please in the first instance contact Brightside.

If **you** remain dissatisfied, **you** may refer the matter directly to the Financial Ombudsman Service (contact details are given below).

Questions or complaints about your policy or the handling of your claim

The aim is to provide **you** with a high quality service at all times. Every effort will always be made to sort out any enquiry or problem that **you** may have.

If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact:

Customer Relations Team, PO Box 1193, Doncaster, DN1 9PW.

Tel: 0330 102 6055

Email: customer.relations@directgroup.co.uk

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR.

Telephone number: 0800 0234 567 from a landline or 0300 1239 123 from a mobile.

E-mail: complaint.info@financial-ombudsman.org.uk

Website: www.fos.org.uk

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights, contact your local authority Trading Standards Service or Citizens Advice Bureau.

Further details will be provided at the appropriate stage of the complaints process. None of the above affect **your** statutory rights.

Legal and regulatory information

Premiums and claims – your rights

Please note that once **you** have paid **your** premium to Brightside, **we** treat it as having been received by **us**.

The law & legal proceedings applicable to this insurance

Unless **you** and **we** agree otherwise, the law which applies to this policy is the law which applies to the part of the **United Kingdom** in which **you** live. Any legal proceedings between **you** and **us** in connection with this policy will, therefore, only take place in the courts of the part of the **United Kingdom** in which **you** live.

Data Protection

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for processing to other companies acting on their instructions including those located outside the European Economic Area.

The Data Protection Act 1998 gives **you** the right to a copy of **your** personal data held by **us** upon payment of a fee.

Financial Services Compensation Scheme

Surestone Insurance dac is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if they cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

Definitions

Certain words throughout this document are defined words and are shown in **bold**. These are listed and defined below.

Administrator

Direct Group Limited at Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL.

Excess

The amount which **you** are required to pay under the terms and conditions of **your home insurance policy** following a claim on that policy.

Home insurance policy

The Brightside Home insurance policy that has been issued to **you** for **your Insured residence**.

Insured Residence

The **UK** address as detailed in **your policy schedule**.

Period of Insurance

This policy will run concurrently with **your home insurance policy** for a maximum of 12 months. If **you** arranged this policy after the start date of **your home insurance policy**, cover will be provided from the date **you** bought it and will end on the expiry date of **your home insurance policy** as detailed on **your policy schedule**.

Policy Schedule

The document which forms part of the home insurance contract alongside which **you** have bought this policy. It contains **your** name and address.

Policy Limit

£150, £300, £500 or £1000 (depending on the premium paid as detailed in **your** welcome pack) being the maximum amount payable by **us** in respect of any one claim and in aggregate for all claims made during any **period of insurance**.

Territorial Limits

Unless stated otherwise this policy only provides cover within the **United Kingdom**.

United Kingdom/UK

Means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

We/Us/Our/Insurer

UK General Insurance Limited on behalf of Surestone Insurance dac.

You/Your

The person whose name is shown on the **policy schedule** as the insured person.