



Your Car Insurance Policy Wording Booklet

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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**

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.

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Part 2 Your Motor Policy

Your Motor Policy

This document is one of four that make up Your insurance contract. The other three are the Motor Policy Schedule, the Certificate of Motor Insurance and the Statement of Information. If any of the details are incorrect You must inform Brightside car insurance immediately, if You don't You might not be covered properly and Your policy may be cancelled or Your claim rejected or not fully paid.

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.

Customers with Disabilities

This Policy and other associated documentation are also available in large print, audio and Braille. If You require any of these formats please contact Brightside car insurance.

Telephone Call Recording

For the protection of You, Us and Brightside car insurance, telephone calls may be recorded and/or monitored.

Useful Telephone numbers

To make a claim call **0333 222 4548** or to make changes to Your Policy call **0333 222 4540**.

How to Make a Claim

Claims Helpline

0333 222 4548

If You Have an Accident

After any accident or incident You must call the 24 hour Claims Helpline as quickly as possible following the incident (preferably within 24 hours of the incident but ideally within 1 hour). This is regardless of whether You wish to make a claim under the Policy or not. Delay in notification of an incident to Us may invalidate Your right to claim.

When You call, please have ready Your current Certificate of Motor Insurance, details of the driver if other than Yourself, Your Car, and details of the incident itself. If Your claim is due to theft, attempted theft or vandalism You must also inform the Police and obtain a crime reference number.

Brightside car insurance operators will take down full details of the incident and will provide every assistance to ensure the least inconvenience to You, and through the use of the extensive Approved Repairer network, can ensure (if Your cover is relevant) a fast and efficient repair.

The 24 hour claims helpline will be able to give You access to the Approved Repairer network. The benefits of using the Approved Repairer network will depend on the level of Policy cover You selected but can include:

- FREE courtesy car while Your Car is being repaired (comprehensive cover only and subject to availability)
- Windscreen repair/replacement (comprehensive cover only)
- FREE collection and re-delivery
- FREE car cleaning service
- Repairers' work guaranteed for three years.

Your claim and claims made against You, as will be dealt with quickly and fairly as possible. Please read the General Conditions in this Policy document.

Please note that as soon as reasonably possible after any incident, accident, injury, loss or damage involving Your Car You must report it to Brightside car insurance (preferably within 24 hours of the incident, ideally within the first hour.)

If Your claim is due to theft, attempted theft or vandalism You must also inform the Police and obtain a crime reference number.

Regardless of blame it is important that You take the following action:

Stop:

Stop as soon as possible, in a safe place (if You have a warning triangle, place it well before the obstruction).

If anybody has been injured, call the police and ambulance service.

Do not admit responsibility, either verbally or in writing. Instead, ask any other person involved in the accident to contact the 24 hour claims helpline number **0333 222 4548**.

By getting the other person(s) involved in the accident to ring the 24 hour helpline You will give him/her the opportunity of obtaining Our assistance in progressing repairs and assisting with the provision of a courtesy vehicle if the circumstances of the accident warrant this.

If for any reason You have not been able to exchange details with other drivers or owners of property or You were in collision with an animal, You must report the accident to the police as soon as possible and certainly within 24 hours of the accident

Sketch:

Make a quick sketch of the direction and final position of each vehicle (it is worth keeping a pen and paper in Your Car).

Note Down:

You will need to make a note of:

- The vehicle registration number, name, address and telephone number of any other drivers involved in the accident.
- The number of passengers in each vehicle.
- The name and address of anyone who is injured (or suggesting they have been injured).
- The name, address and telephone number of any witnesses to the accident.
- The name, telephone number and constabulary of any police officer who attends the accident.

Take a Photo:

If You have a mobile phone with You and it is fitted with a camera, try and take photographs to support the positions of the vehicles and the extent of damage.

Provide:

You must give Your own details to anyone who has reasonable grounds for requesting them.

Windscreen Claims Notification

To make a claim, please contact the claims helpline on **0333 222 4548** to arrange for replacement or repair of Your windscreen or windows. Windscreen and glass cover is set out in Section 6 of the Policy (applies to comprehensive cover only).

Your Contract

Your Car insurance contract is made up of the following documents which should be read together:

- This Insurance Policy Document
- The Motor Policy Schedule
- The Certificate of Motor Insurance
- The Statement of Information

If any of the details are incorrect You must inform Brightside car insurance immediately, failure to do so may result in Your insurance not protecting You in the event of a claim. If You have any questions concerning Your insurance, please email: **car@brightsideinsurance.co.uk**

This document along with Your Certificate of Motor Insurance and Motor Policy Schedule are evidence of a contract of insurance between Us and You. This contract is entered into on the basis that You have taken care to answer all questions asked honestly, accurately and to the best of Your knowledge and that any other information given either verbally or in writing by You or on Your behalf at the time You applied for insurance is also complete and has been given honestly and to the best of Your knowledge and belief. The information that You have given to Us is shown on Your Statement of Information but will also include further information given either verbally or in writing by You or on Your behalf at the time You applied for insurance.

In return for You paying or agreeing to pay the premium, We will provide, subject to the Terms and Endorsements contained in or endorsed upon this Policy, the cover shown in Your Motor Policy Schedule for accident, injury, loss or damage that happens during the Period of Insurance.

Please carefully read all the documents that form Your contract of insurance and make sure the insurance meets with Your requirements. The documents contain important information about the details You have given Us as set out in the Statement of Information. If, at any stage You would like to receive a new copy of Your Policy Wording, please view or download by clicking on 'Policy Wording' from the Brightside car insurance website, If You have any concerns with this Policy, or You do not understand it or any Terms contained in it, You should email: **car@brightsideinsurance.co.uk** immediately.

The obligations of subscribing insurers under contracts of insurance to which they subscribe are several and are 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.

Nobody other than You (the Insured) and the Insurer shown on Your Motor Policy Schedule has any rights that they can enforce under this contract except for those rights that they have under road traffic law in any country in which this insurance applies.

Please keep this Policy in a safe place as You may need to refer to it if You need to make a claim.

Your Insurer

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

Definitions of Terms

Whenever the following words or phrases appear and start with a capital letter, throughout this booklet, they will have the meanings as described below:

Accessory/Accessories

Any permanently fitted standard parts, products or equipment specifically designed to be fitted to Your Car. Some motor car accessories may be classed as modifications therefore You must notify Us of any alterations that are made to Your Car as soon as they occur. (Your In-Car Entertainment, Communication and Navigation Equipment permanently fitted to Your Car is not an Accessory).

Approved Repairer

A motor vehicle repairer that is a member of Our Approved Repairer network and is authorised by Us or Our representative to repair Your Car following a valid claim under Section 1 of this insurance.

Brightside car insurance

Brightside is a trading style of Brightside Insurance Services Ltd.

Certificate of Motor Insurance

The Certificate of Motor Insurance which is legal evidence of Your insurance. It shows the car(s) We are insuring, who may drive Your Car(s), what the car(s) may be used for and the Period of Insurance.

Endorsement(s)

An extra or alternative wording that changes the Terms of Your Policy. The Endorsements, which may apply are contained within Your Policy Document and shown in Your Motor Policy Schedule.

Excess(es)

The amount(s) You must pay towards each claim You make under this Policy. The Excess is the first part of any payment of a claim. The amount of the Excess(es) will be shown in the Motor Policy Schedule.

Fire

Fire, self ignition, lightning and explosion.

Great Britain

England, Scotland and Wales.

Indemnity (Indemnified/Indemnify)

A legal principle which ensures that You are placed as near as possible in the same position after a loss, as You occupied immediately before the loss, by providing compensation for the losses and liabilities.

Market Value

The cost of replacing Your Car in the United Kingdom with one of the same make, model, specification, mileage, age and condition as at the time of loss or damage.

Motor Policy Schedule

The Motor Policy Schedule should be read in conjunction with the Policy. It provides details of Your Car, cover, Endorsements, premium and any Excess that may apply to Your Policy.

Partner

Your husband, wife, civil partner or someone who You are living with in a long term permanent relationship as if You are married to them.

Period of Insurance

The period of time covered by this Policy as shown in the Motor Policy Schedule.

Policy

This Policy Document, the Motor Policy Schedule and Certificate of Motor Insurance.

Statement of Information

A record of statements that You have made and information You have confirmed to Us.

Terms

All Terms, exclusions, conditions and limits which apply to Your Policy.

Territorial Limits

United Kingdom.

Terrorism

Terrorism as defined in part 1 of the UK Terrorism Act 2000 or successors thereto. In territories other than the United Kingdom the definition contained in the UK Terrorism Act 2000 or its successors will be deemed to be the applicable definition.

Theft

Theft or attempted theft or the taking of Your Car without permission.

Track Day

When Your Car is driven on a racing track, on an airfield or at an off road event.

Trailer

Any drawbar trailer, semi trailer, horsebox, caravan or car which is towed by Your Car.

United Kingdom/UK

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

We/Us/Our

Your insurer as named in Your Motor Policy Schedule.

You/Your

The person or persons named in Your Motor Policy Schedule, Statement of Information and Certificate of Motor Insurance.

Young and/or Inexperienced Driver

A young driver is any driver under the age of 25. An inexperienced driver is 25 years of age and over, who is licensed to drive but has not yet held a Full UK/EU licence for a full 12 months period.

Your Car

The motor car for which You have a current Certificate of Motor Insurance which includes the registration mark of that car insured under this Policy.

Policy Cover

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

* Section 1 only applies to TPF&T 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 this Car Insurance Policy.

Section 1. Loss of or Damage to Your Car

Loss of or Damage to Your Car or Accessories

In the event of loss or damage to Your Car or Accessories We will either:

- Repair the damage
- Replace what is lost or damaged beyond economical repair
- Pay for the cost of the loss or damage

We can choose which of these actions We will take for any claim We accept.

The most We will pay is the Market Value of Your Car and attached Accessories at the time of the loss or damage (subject to the limits applicable to in-car entertainment, communication and navigation equipment as shown below).

If Your Car cannot be driven because of the loss or damage covered under this Policy We will pay the cost of protecting Your Car and taking it to the nearest competent repairer. After it has been repaired We will pay the cost of returning it to You.

If a replacement for any damaged Accessory or part for Your Car is not available We will pay the value of the Accessory or Part at the time of the loss. We may use Accessories or parts, which are not made or supplied by the manufacturer of Your Car but are of a similar type and quality to the parts We are replacing. We reserve the right to replace any parts with a part that is standard to the manufacture of the Car. If Your Car has been modified and this has not been disclosed to Us when taking out cover Your claim may be rejected and this Policy invalidated. We will not be responsible for additional storage costs caused by the unavailability of an accessory or spare part nor the cost of importation of any accessory or part into the United Kingdom.

Excess(es)/Endorsement(s)

For full details of any Excess(es)/Endorsement(s) which may apply to a particular claim, please refer to Your Motor Policy Schedule. Excesses will be increased if Your Car is driven by or is in the charge of a Young and/or Inexperienced Drivers (see below).

Young/Inexperienced Drivers

The standard Policy Excess is stated on Your Motor Policy Schedule. If Your Car or any of its Accessories or spare parts are damaged whilst Your Car is being driven by, or in the charge of a person who is a Young and/or Inexperienced Driver, You will have to pay the additional Excess shown below towards any claim. (Not applicable to Theft claims).

Additional Excess	
Inexperienced driver aged 25yrs and over	£100
Young driver aged 21-24yrs (Inclusive)	£150
Young driver 17-20yrs (Inclusive)	£250

If the Car is a Total Loss

During the claim process We may decide that the damage to Your Car is beyond economical repair and offer a payment to settle the claim as a total loss.

If, to Our knowledge, Your Car is subject to a hire purchase or leasing agreement, any payment will be made to the owner described in that agreement and any balance of the agreed settlement sum will then be paid to You, resulting in full and final discharge to Us.

If We settle a total loss claim under this section of the Policy, Your lost or damaged car becomes Our property and You must send Us its registration document (V5 or V5C).

New Car Replacement

If We settle a total loss claim under this section of the Policy and

- i. You are the first registered owner of Your Car from new;
- ii. Your Car is no more than 12 months old from the date of first registration;
- iii. The repair costs exceed 60% of the new list price of Your Car;
- iv. We have permission from any person that has a financial interest in the vehicle;
- v. Your Car is not subject to a lease or contract hire agreement or any other similar arrangement.
- vi. Your Car is stolen and not recovered

We will replace Your Car with a new one of the same make, model and specification.

In-Car Entertainment, Communication and Navigation Equipment

This Section will cover the loss of or damage to permanently fitted; radios, cassette, compact disc or DVD players, telephones, CB radios and visual navigation equipment and is limited to the amounts shown below upon any one occasion when loss or damage occurs.

Comprehensive	£750
Third Party Fire and Theft	£100

The cover levels shown are prior to deduction of the applicable Policy Excess.

Portable items (such as MP3 players, memory cards, radar detection equipment, personal digital assistants or portable GPS navigators), cassette tapes, compact discs or DVDs are not covered under this section.

Courtesy Car

This benefit applies only if the cover shown on Your Motor Policy Schedule is Comprehensive.

What is covered

If a valid claim is made under this Policy, and Your Car is to be repaired by one of Our Approved Repairers, the reparer will provide You with a courtesy car (subject to availability) for the duration of the repairs.

If the parts required to repair Your Car are not immediately available to Our Approved Repairer We reserve the right to withhold the provision of a courtesy car until such time as the necessary parts are available and repair work can proceed.

If Your Car is accepted by Our Approved Repairer as being a repairable proposition, but it is subsequently deemed by Us to be beyond economical repair, We reserve the right to withdraw the courtesy car immediately.

The courtesy car can only be provided subject to availability and will be supplied subject to Our Approved Repairer's standard Policy Terms and conditions, for use in the United Kingdom only. Our aim is to keep You mobile rather than the courtesy car being a replacement for Your Car in terms of status or performance. The courtesy car will normally be a small hatchback of less than 1200cc.

While You are in possession of the courtesy car, cover for loss of or damage to the car will be provided by this Policy in accordance with its Terms, Endorsements and conditions, including Excesses for which You will be responsible. We will not make a charge for this cover.

Any accidents or losses while You are in possession of the courtesy car must be reported to Us immediately, and may affect Your No Claims Discount.

Driving of the courtesy car will be limited solely to those persons named on Your Certificate of Motor Insurance, and the use of the car will be restricted to the use described on that certificate.

You are not required to inform Us when You are supplied with a courtesy car from Our Approved Repairer.

You must return the courtesy car to the Approved Repairer either when We ask You to do so or if this insurance falls due for renewal and You fail to renew it with Us.

You will not receive a courtesy car from Us if You use a non-approved reparer; We do not provide cover for You to drive a courtesy car if it is provided to you by a non approved reparer.

Exclusions to Section 1 of Your Policy

We will not pay for any of the following:

- 1) depreciation, wear and tear, mechanical, electrical and electronic breakdowns or failures, or equipment or computer malfunctions
- 2) loss of use or value of Your Car
- 3) damage to tyres by application of brakes or by punctures, cuts or bursts

- 4) loss where property is obtained or attempted to be obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, un-collectable, irrecoverable or irredeemable for any reason
- 5) loss resulting from repossession of Your Car or return to its rightful owner
- 6) loss of or damage to Your Car caused by a member of Your immediate family, or a person living in Your home, taking Your Car without Your permission
- 7) loss of or damage to Your Car or Accessories while You are not in the car arising from Theft or attempted Theft, malicious damage and vandalism when:
 - ignition keys have been left in or on Your Car; or
 - Your Car has not been secured by means of door and boot lock; or
 - any window or any form of sliding or removable roof or hood have been left open or unlocked; or
 - Your Car is fitted with a manufacturer's standard security device and the device is not operational or is not in use,
- 8) loss or damage to portable devices e.g. telephone, communication, navigation, radar equipment or loss or damage to television/games equipment of any kind
- 9) any increase in damage as a result of Your Car being moved under its own power following an accident, Fire or Theft, unless Your Car is causing an obstruction
- 10) damage caused by frost or freezing
- 11) that part of the cost of any repair or replacement which improves Your Car beyond its condition immediately before the loss or damage occurred
- 12) any loss or damage whilst You, anyone insured under Your Policy, or anyone You give authority to, undertakes any form of repairs or improvements to Your Car who is not qualified to do so
- 13) loss or Theft of keys or similar device, remote controls or security devices and in any of these events the replacement of locks
- 14) loss or damage to any Trailer whether or not it is being towed by or attached to Your Car
- 15) loss or damage caused by an inappropriate type or grade of fuel being used
- 16) any amount above the cost (or in the case of a vehicle of foreign manufacture the sterling equivalent of the cost) of any parts or Accessories according to the manufacturer's last published list price plus the reasonable cost of fitting
- 17) any loss or damage whilst being parked by an employee of a hotel or restaurant or car parking service
- 18) loss of or damage to Your Car arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority
- 19) loss of or damage to Accessories and spare parts by Theft if Your Car is not stolen at the same time
- 20) loss of Your Car through deception by someone who claims to be a buyer
- 21) any storage charges unless You tell Us about them and We agree in writing to pay for them
- 22) any loss of any kind directly or indirectly arising from the provision of, or delay in providing, the services to which this Policy relates, unless negligence on Our part can be demonstrated. An example of this would be the loss of wages as a result of an insured incident.
- 23) personal belongings that are not Accessories.
- 24) any loss or damage up to the amount of the Excess that appears in Your Motor Policy Schedule or elsewhere in this Policy document.
- 25) any fees, costs or charges relating to the modification, collection, use, delivery and return of the courtesy car.

Section 2. Liability to Third Parties

Cover Provided for You

This Policy covers You for all You legally have to pay for the death of or personal injury to any person as a result of an incident involving Your Car.

This Policy also covers You for damage to any property as a result of an incident involving Your Car for up to £20,000,000 and for costs and expenses incurred up to £5,000,000. These cover limits apply to any one event or any series of incidents resulting from one event.

Driving Other Cars

If Your current Certificate of Motor Insurance includes driving other cars, this Policy provides the same cover as Section 2, Cover provided for the policyholder, as above, when the policyholder is driving any other car.

Note that there is no cover for loss or damage to that other car.

You can only drive other cars if:

- It states that You are eligible on Your Certificate of Motor Insurance
- The person driving is the policyholder
- The policyholder is 25 years of age or over at the time of inception or last renewal of this Policy
- You do not own or have not hired under a lease, finance or hire purchase agreement the car which is being driven
- You are still in possession of the car insured under this Policy and it is not reported stolen or written off
- You are not a firm or company
- The car is being used for social, domestic and pleasure use only.
- There is a current and valid Policy of insurance in force for the car being driven under this section of the Policy
- You are not entitled to make a claim for damage under any other insurance Policy
- You have the owner's permission to drive the car
- The car is being driven within the United Kingdom
- The car being driven is registered within the United Kingdom
- The car has not been seized by, or on behalf of, any government or public authority

Exclusions to Driving Other Cars:

- Use of a car derived van, van, motorcycle or any other motor vehicle that is not a private motor car
- This extension of cover is not available to any driver other than the policyholder.

Cover provided for Other People

We will give the following people the same insurance cover We give You (other than the Driving Other Cars Extension):

- Anyone You allow to drive Your Car who is named to drive it in the Certificate of Motor Insurance and is not excluded by an Endorsement
- Anyone You allow to use, but not drive, Your Car for social, domestic and pleasure purposes
- Any passenger travelling in or getting in or out of Your Car

Their Legally Appointed Representatives

If anyone insured under this Policy dies, We will transfer to Your legal personal representatives the protection We provide under this Policy.

Legal Fees and Expenses

If We give Our prior written agreement, We will pay the fees of the legal representatives We instruct to:

- a) Represent anyone insured under this Policy at any Coroner's Inquest or Fatal Accident Inquiry and to defend proceedings in a Court of Summary Jurisdiction for any incident which might give rise to a claim under part (b) below
- b) Defend anyone insured under this Policy if legal proceedings are taken against that person for manslaughter or causing death by reckless driving
- c) Defend anyone insured under this Policy if legal proceedings are taken against that person for manslaughter or causing death after drinking alcohol or taking drugs

This cover for legal fees and expenses only applies if:

- You ask Us to provide the cover and We agree in writing to provide it
- The death or deaths giving rise to the proceedings are caused by an incident covered by this Policy
- The event causing the deaths must have happened within the Territorial Limits

Exclusions to Section 2 of Your Policy

The cover under this section will not apply:

- for loss or damage to property belonging to or in the custody or control of any person insured under this part of the Policy
- to liability for the death of or bodily injury to any person out of their employment by any person insured under this Policy except as required by any Road Traffic Act
- in respect of damage to any car in connection with which Indemnity is provided by this section
- to loss of or damage to any Trailer You tow
- to any liability, injury, loss or damage resulting from anything sold, transported or supplied by You or on Your behalf

Section 3. Medical Expenses

We will pay up to £100 towards the medical expenses for each person injured in Your Car if it is involved in an incident.

Section 4. Emergency Medical Treatment

We will pay for any emergency medical treatment that must be provided under the Road Traffic Act. If this is the only payment We make, it will not affect Your No Claims Discount.

Section 5. No Claims Discount

If You do not make a claim under Your Policy, and no claim is made against You, Your No Claims Discount will be enhanced in accordance with Our scale applicable at such time (subject to Our maximum amount of years). In the event of a claim the discount will be reduced in accordance with Our scale applicable at such time regardless of which vehicle was involved. We reserve the right to retain proof of Your no claims entitlement until all payments due have been made.

No Claims Discount Protection

A Protected No Claims Discount of four or more years will not be reduced provided no more than two partial fault, fault, Fire or Theft claims occur within any five consecutive years. If more than two claims are made during any five year period, We will reduce the discount You receive.

This extension only applies if referred to in Your Motor Policy Schedule, subject otherwise to the Terms of Your Policy.

Section 6. Windscreen and Glass Cover

To make a windscreen claim please call **0333 222 4548**.

We will pay for a broken or damaged windscreen or windows in Your Car and scratching of the bodywork caused by windscreen breakage.

You will pay £75 (the windscreen Excess) towards each claim for a broken windscreen or windows. If the damage is repairable and does not require a replacement windscreen or window, then the Excess does not apply.

Provided You contact the approved repairer using the claim number **0333 222 4548** to arrange for replacement or repair of Your windscreen or windows, the cover provided by this Policy will be unlimited. However, if any other repairer is used then cover will be restricted to £100 less the windscreen Excess.

Any payment under Section 6 solely for the breakage of Your windscreen or windows shall not affect any entitlements to No Claims Discount.

Exclusions to Section 6

We will not pay for any of the following:

- any damage to sun roofs, roof panels, convertible roofs, lights or reflectors whether glass or plastic
- any amount greater than the Market Value of Your Car at the time of the incident
- any incidents due to mechanical failure of automatic or manual sun roofs, roof panels or convertible roofs
- any incident, loss or damage whilst Your Car is being driven outside the UK, claims for these incidents shall be dealt with under Policy Section 1 and may be subject to an accidental damage Excess as detailed in Your Motor Policy Schedule
- where Policy cover is upgraded to Comprehensive following a change to the insured car during the term of the Policy, all benefits under Section 6 Windscreen & Glass Cover remain excluded

No claims can be made under this section of the Policy for acts of malicious damage or vandalism, claims for these incidents shall be dealt with under Policy Section 1.

Section 7. Foreign Travel & European Cover

European Union Compulsory Insurance

In compliance with European Union (EU) directives the insurance provided by this Policy will allow the minimum cover required to use Your Car in:

- a) any member country of the European Union;
- b) any other country outside of the European Union which has agreed to follow European Directives approved by the commission of the European Union.

Countries include:

Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France (including Monaco), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Slovakia, Slovenia, Serbia, Spain, Sweden and Switzerland (including Liechtenstein).

Foreign Use

In addition to this minimum cover the insurance provides the cover shown in Your Motor Policy Schedule in any country referred to above, subject to Your permanent place of residence being within the UK.

Cover under this section includes:

- Cover for up to 90 days providing Your Car is taxed and registered within the UK. (If You want to extend Your cover for more than 90 days You must contact Us before You travel)
- Transit by road, sea or rail in or between countries referred to above
- If Your Car is not fit to drive and is in or between countries referred to above and providing You have loss or damage covered under this Policy and We agree beforehand, We will reimburse any customs duty You may have to pay

International Motor Insurance Card (Green Card)

All countries mentioned above under European Union Compulsory Insurance have agreed that a Green Card is no longer necessary for cross border travel.

Your Policy, Motor Policy Schedule and Certificate of Motor Insurance will therefore provide sufficient evidence that You are complying with the laws relating to compulsory motor insurance in any of these countries that You visit.

There is no automatic cover other than for the countries listed under European Union Compulsory Insurance above.

Exclusions to Section 7

The following is not covered:

- driving other cars. If Your Certificate of Motor Insurance allows the policyholder to drive any other car, that cover does not apply outside of the UK
- any loss, damage or liability when Your Car is taken outside of the UK for any reason other than a temporary visit for social, domestic and pleasure purposes
- any loss, damage or liability if Your permanent place of residence is not within the UK
- any decision or action of a court which is not within the UK is not covered by this Policy unless the proceedings are brought or a judgement is given in a foreign court because Your Car was used in that Country and We had agreed to cover it there.
- any loss, damage or liability if Your Car is being used for commuting or in any business capacity

Section 8. Servicing or Repair

Your cover will continue to apply to Your Car when it is in the possession of the motor trade for overhaul, upkeep, service or repair. At these times the driving and usage limitations set out in Your Certificate of Motor Insurance will not apply, providing the car is being driven or worked on only by a motor trader or their employees.

Section 9. Personal Belongings

If the cover provided by Your Policy is comprehensive. We will pay up to a maximum of £150 for loss or damage to personal belongings carried in or on Your Car caused by Fire, Theft or accidental means for any one incident.

Exclusions to Section 9

We shall not be liable for loss of or damage to the contents of Your Car including but not limited to:

- money, stamps, tickets, documents, securities, lottery tickets, raffle tickets, jewellery, furs, promotional vouchers or Avios (Air Miles) vouchers
- goods, tools or samples carried in connection with any trade or profession
- property that is covered under any other Policy
- tapes, cassettes, compact and mini discs, DVDs, citizen band radios, phones or phone equipment
- Theft of personal belongings if carried in an open top or convertible car unless contained in a locked boot
- loss or damage of personal belongings arising from Theft while the ignition key or similar device has not been removed or all doors, windows and other openings have not been closed and locked whilst Your Car is left unattended

Section 10. Personal Accident

If You or Your Partner suffer accidental bodily injury or death in direct connection with Your Car We will pay the amounts shown below if, within three months of the accident, it directly causes one of the following:

Death £5000

Loss of, or permanent and total loss of use of, one or more limbs at or above the elbow or knee
£2000

Permanent blindness in one or both eyes £2000

The most We will pay is £5000 in any one Period of Insurance regardless of the number of persons injured or the types of injury sustained.

Exclusions to Section 10

We will not pay the benefit if:

- You do not have cover under this Section
- the death or bodily injury is caused by suicide or attempted suicide, any intentional self injury or by drugs, alcohol or any other substance taken or inhaled
- the injured person is less than 21 years of age or 75 years old and over
- death, loss of eyes or limbs arises more than three months after the event leading directly to the condition
- the death or bodily injury is caused by disease, physical sickness or disability
- anyone fails to keep to the law regarding the use of seat belts

Section 11. Childrens seats

We will also cover the cost of replacing childrens car seats and booster seats up to a maximum amount of £100 if Your Car is involved in an incident, damaged by Fire or Theft, or stolen and not recovered, even if there is no apparent damage.

General Conditions

The following General Conditions apply to all of Part 2 of this Policy. These describe Your responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the Policy is cancelled. If You do not meet the Terms of this Policy, it could make the cover invalid or mean We may refuse to pay Your claim.

1. Cancellation

If You wish to cancel Your cover call **0333 222 4540**.

If this Policy does not meet Your needs, or You require more information regarding cancellation please log into Your account on the Brightside car insurance website or contact Brightside car insurance at: Brightside car insurance, Brightside Park, Severn Bridge, Aust, Bristol BS35 4BL or email: **car@brightsideinsurance.co.uk**

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 (providing You have not made a claim, or a claim has not been made against You), You will be entitled to a refund of the premium paid, subject to a deduction for the time You have been covered, Our cancellation charge and the charges as detailed in the Brightside car insurance Terms of Business.

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

Where We may cancel Your Policy

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 Car or circumstances 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 Brightside car insurance will send You 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 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.

2. 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 insurance cancel Your insurance for this reason, there will be cancellation charges, as set out in the Brightside car insurance Terms of Business.

3. Changes which may affect Your cover

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 and honestly, Your Policy may be cancelled or Your claim rejected or not fully paid. If You are unsure about disclosing any matter please contact Brightside car insurance for guidance.

Your premium is based on the information You supplied to Us in the most recent Statement of Information. You must check the details carefully as 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.

You are reminded that it is an offence under the Road Traffic Act to make any false statements or withhold any relevant information to obtain a Certificate of Motor Insurance.

If Your circumstances change You must tell Brightside car insurance. The below list is not exhaustive but gives You an indication of changes You must notify to Brightside car insurance and You should let Brightside car insurance know if any of the details You have given them change.

For example:

- changing from a Provisional to a Full Driving Licence when passing Your practical driving test to become a qualified driver
- any change made to Your Car from the manufacturer's standard specification or which alter its performance. This includes cosmetic changes e.g. body kits, alloy wheels, spoilers, side skirts and any optional extras.
- changing Your Car

- You want to use Your Car for a purpose not included in Your Certificate of Motor Insurance
- You or anyone covered by this Policy being convicted of a motoring offence or receiving any licence endorsement(s), or receiving a fixed penalty other than fixed penalty parking tickets
- You or anyone covered by this Policy has received a criminal conviction or charged with but not yet tried
- there is a change to the address where Your Car is normally kept
- You or anyone covered by this Policy changing occupation

You should keep a record of the information You give in relation to this Policy. If You fail to take reasonable care to provide complete and accurate information to the best of Your knowledge and belief when You take out Your insurance Policy or if You do not tell Us about any changes, We may:

- revise the premium and/or Excess/Endorsement
- reject Your claim
- reduce, make deductions from or pay only a proportion of Your claim
- cancel or invalidate the Policy
- void the Policy, which means to treat the Policy as though it never existed
- do a combination of the above

Where We identify misrepresentation or fraud or any attempt to gain an advantage under this insurance to which You are not entitled, premiums paid may be forfeited. We will work out any premium You owe Us by charging You on a pro rata basis for the time You have been covered by this Policy.

Once You have told Brightside car insurance about the change We will reassess Your cover and premium. Some changes may result in either a reduced premium or You may need to pay an additional premium and some changes may be unacceptable to Us.

This insurance will only apply if:

- the person claiming has kept to all the Terms of this Policy
- all the information is complete and has been given honestly and to the best of Your knowledge and belief

4. Care of Your Car

Your Car must be covered by a valid Department of Transport Test (MOT) Certificate if You need one by law.

You must do all You can to protect Your Car and contents and keep Your Car in a safe and roadworthy condition. If We ask You must let Us examine Your Car at any reasonable time. If You do not take reasonable care of Your Car and meet any security requirements, this Policy may no longer be valid and We may not pay any claim.

5. Other Insurance

If there is any other Insurance covering the same claim, We will only pay Our share of the claim, even if the other insurer refuses the claim.

6. Claims Procedure

As soon as reasonably possible after any accident, injury, loss or damage You must report to Brightside car insurance all details of the incident. You can contact the 24 hour, 365 days-a-year helpline on **0333 222 4548**.

You should immediately send Brightside car insurance any communication You receive about the incident.

You must immediately let Brightside car insurance know if anyone insured under this Policy is to be prosecuted as a result of the incident, or there is to be an inquest following a fatal accident.

You, or anyone else claiming under this Policy, must not admit to any claim, promise any payment or refuse any claim without Our written consent.

We can take over, if We so wish, and conduct in Your name or the name of the person claiming under the Policy the defence or settlement of any claim or take proceedings for Our own benefit to recover any payment We have made under this Policy. We shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this Policy shall give Us all the assistance necessary in order for Us to achieve settlement, if You fail to assist this may invalidate cover.

In the event of a claim covered by this Policy You must still pay the premium. If payment is not made We and Brightside car insurance

- may cancel this Policy in accordance with the General Conditions and seek payment of the outstanding balance of premium
- may refuse to pay any claim arising from an occurrence on or after the due date of the premium
- reserve the right to deduct any outstanding premium from the claim payment, if the claim is for loss of or damage to Your Car, which is covered by this Policy
- may recover from You the outstanding balance of premium or seek reimbursement from You of any claim payment, which has already been made

7. Right of Recovery

If under the laws of any country in which this insurance applies, We have to make payments which but for those laws would not be covered by this Policy, You must repay the amounts to Us. If any claims or other monies are paid to You by mistake for any reason, or a claim has been paid which We later find to be fraudulent, false or exaggerated, You must repay the amount paid by Us.

You or the person who caused the accident must also repay Us any money We have to pay because of any agreement We have with the Motor Insurers' Bureau.

Any payment We make under this condition will prejudice Your No Claim Discount and will also mean that there will be no entitlement to a return of premium if the Policy is cancelled or declared void.

8. Choice of Law

The appropriate law as set out below will apply unless You and We agree otherwise:

1. the law applying in that part of the United Kingdom in which You normally live; or
2. in the case of a business, the law applying in that part of the United Kingdom where it has its principal place of business; or
3. should neither of the above be applicable, the law of England and Wales will apply.

General Exclusions

These General Exclusions apply to all sections of this insurance Policy and describe the things which are not covered. These apply as well as the exclusions shown in each of the sections detailing the cover provided.

- 1) This Policy does not apply when Your Car is:
 - a. used for any purpose not permitted by the effective Certificate of Motor Insurance.
 - b. driven by or in the charge of anyone who is not described in the Certificate of Motor Insurance as a person entitled to drive or who is excluded from driving by any Endorsement.
 - c. driven by or in the charge of anyone who does not have a valid driving licence or who is disqualified from driving or who has not held a driving licence or who is prevented by law from holding one or who is driving outside the conditions or limitations of their licence.
 - d. driven by a driver that has a provisional licence while not being accompanied by a qualified driver.
 - e. used to tow, for reward, any Trailer or vehicle (or any property in the Trailer, or vehicle).
 - f. used to carry passengers or goods in a way likely to affect the safe driving and control of the car.
 - g. driven by, or is in the charge of any person to whom Your Car has been hired.
 - h. involved in any incident regardless of type, be that Accident, Fire, Malicious Damage, Theft or attempted Theft, used in an unsafe or unroadworthy condition or, where such regulations require, does not have a current MOT Certificate (You may be asked to provide details to show that Your Car was regularly maintained and kept in a good condition.
 - i. used in connection with the motor trade.
 - j. driven by or in the charge of anyone who does not meet all the conditions described in the Endorsements in Your Motor Policy Schedule and all the General Conditions and any other Terms of this Policy.
 - k. involved with an incident following which You are convicted of:
 - Driving with an alcohol level in excess of the legal limit;
 - Driving while unfit through drink or drugs;
 - Failing to provide a blood, urine or breath specimen (other than for a roadside test), for analysis.
 - l. loss or damage caused maliciously or deliberately by any person driving Your Car with Your permission, agreement or support.

- 2) This Policy does not cover any loss, damage, liability, expense or bodily injury which is directly or indirectly caused by, contributed to or arising from:
 - a) ionising radiations or contamination by radioactivity from any eradicated nuclear fuel from any nuclear waste from the combustion of nuclear fuel
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it
 - c) carrying any dangerous substances or goods
- 3) Except to the extent that We are liable under the Road Traffic Acts, this Policy does not cover any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event:
 - (i) Terrorism, war, invasion, act of foreign enemy, hostilities or warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
 - (ii) any action taken in controlling, preventing, suppressing or in any way relating to (i) above
- 4) This Policy does not cover death of or bodily injury to any person or damage to any property which is directly or indirectly caused by pollution or contamination, unless this pollution or contamination is directly caused by an incident which occurs in its entirety at a specific time and place during the Period of Insurance and is sudden, identifiable, unintended and unexpected. We will consider the pollution or contamination to have happened at the time the incident took place
- 5) If You or anyone acting on Your behalf knowingly commit a fraudulent act or submit a fraudulent document or make a fraudulent statement or exaggerate any claim made under the Policy, We will not pay the claim and cover under this and all other insurances currently in force with Us with which You are connected will cease immediately. You will not be entitled to any refund of premium under this or any other insurance with Us.
- 6) This Policy does not apply when Your Car is towing more than one Trailer at any one time.
- 7) This Policy does not cover loss or damage arising, during or in consequence of:
 - a) earthquake
 - b) riot or civil commotion occurring elsewhere than in Great Britain, Isle of Man or The Channel IslandsExcept as required by any Road Traffic Act
- 8) Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed
- 9) This Policy does not provide cover for any accident, injury, damage, loss, or any liability of whatsoever nature while Your Car is in or on that part of an aerodrome, airport, airfield or military base provided for:
 - a) the take off or landing of aircraft and/or the movement of aircraft on the surface
 - b) aircraft parking aprons including the associated service roads refuelling areas and ground equipment parking areas
- 10) Racing of any description or for racing formally or informally against another motorist, or being used in any contest, competition, pace-making, rallies, trials or tests either on a road, track or at an off road or 4*4 event (apart from treasure hunts).
- 11) Your Car whilst being used on any form of Track Day or where the Car insured is used on the Nurburgring Nordschleife.
- 12) Any liability that You have agreed to accept unless You would have had that liability anyway.

- 13) Any decision or action of a court which is not within the Territorial Limits is not covered by this Policy unless the proceedings are brought or a judgement is given in a foreign court because Your Car was used in that Country and We had agreed to cover it there
- 14) This Policy does not provide cover for use of any description on footpaths, bridleways or restricted byways and ONLY provides cover to meet the minimum insurance requirements under the Road Traffic Act for vehicular use on a byway open to traffic.
- 15) Any loss, damage or liability if Your permanent place of residence is not within the Territorial Limits.

Nothing in this Policy will affect the right of any person Indemnified or of any other person to recover an amount under or by virtue of the provisions of the law of any country in which this Policy operates relating to the insurance of liability to third parties. However, You will have to repay to Us all sums which We have paid but would not otherwise have paid had the provisions of the laws of such countries not applied.

General Information

Use of Language

Unless otherwise agreed, the contractual Terms and other information relating to this contract will be in English.

1. The Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if We cannot meet Our obligations. This will depend on the circumstances of the claim. Further information about the compensation scheme arrangements can be found on the FSCS website **www.fscs.org.uk** or by writing to:

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**

2. Motor Insurance Database (MID)

Information relating to Your insurance Policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- I. Electronic Licensing
- II. Continuous Insurance Enforcement
- III. Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- IV. The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving

If You are involved in a road traffic incident (either in the United Kingdom, the EEA or certain other territories), insurers and or the MIB may search the MID to obtain relevant information. Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic incident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds Your correct registration number. If it is incorrectly shown on the MID You are at risk of having Your Car seized by the Police. You can check that Your correct registration number details are shown on the MID at **www.askmid.com**

You should show this notice to anyone insured to drive Your Car covered under this Policy.

Please note that the MID does not constitute proof of insurance. In order to be able to prove that Your Car is insured You should carry Your Certificate of Motor Insurance with You when using Your Car.

3. Data Protection

This Data Protection notice explains how We and Brightside car insurance may use Your details. It tells You about some of the registers and databases that We and others have in place, which help to detect and prevent fraudulent applications and claims, You should show this notice to anyone else insured or proposed to be insured (to drive Your Car) under Your Policy as it will also apply to them.

The Brightside car insurance Terms of Business and privacy policy explains how Brightside car insurance may use Your details. All phone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes. Your privacy is important and both We and Brightside car insurance will respect Your personal information.

Brightside car insurance will share information with Us and will use Your information to manage Your insurance with Us, including underwriting, claims handling and statistical analysis. Please be aware this may include disclosing Your information within Brightside Insurance Services Ltd and to any agents who provide services on Our behalf, including those located outside the European Economic Area. By accepting this insurance You consent to such use of Your personal data.

Some of the registers We may use are:

- The Claims and Underwriting Exchange (CUE), which is run by Insurance Database Services Ltd. The CUE database is used by the majority of the UK's leading insurers and contains details of most Motor and Household insurance claims.
 - Insurance Hunter, this is a central insurance anti fraud system to which other insurers also have access. This database is designed to combat activities such as identity Theft and money laundering.
 - The Motor Insurance Anti-Fraud and Theft Register, this central database contains details of all stolen and written off vehicles.
 - The Motor Insurance Database, which is run by the Motor Insurers' Bureau (MIB). This database has been designed to cut down the number of uninsured drivers and is often consulted by the Police in order to establish who is insured to drive a vehicle.
 - the No Claims History Database run by LexisNexis
- and any other relevant industry databases or registers.

To protect Your interests, We will check any information provided against these registers for completeness and accuracy. If We find that false or inaccurate information has been given to Us, or We suspect fraud We will take action, which could result in prosecution.

You should show this notice to anyone insured to drive Your Car covered under this Policy.

Sensitive Data

In order to assess the Terms of the insurance contract or administer claims which arise, We may also need to collect data which the Data Protection Act defines as sensitive such as medical history or criminal convictions. We will not use this data except for the specific purpose for which You provide it and to provide the services described in this document.

For more information on the Data Protection Act you can visit the **information commissioner's office** website, call helpline on 0303 123 1113 (local rate) or 01625 545 745 (if you prefer to use a national rate number) or email: **casework@ico.org.uk** (please include your telephone number)

You may also write to

Information Commissioner's Office, Wycliffe House Water Lane, Wilmslow, Cheshire SK9 5AF

Fraud Prevention and Detection

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

In order to prevent and detect fraud We may at any time share information about You with other organisations and public bodies including the Police. We may check and/or file Your details with fraud prevention agencies and databases, and if You give Us false or inaccurate information and We suspect fraud, We will record this.

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for You and members of Your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage Your accounts or insurance policies;
- Check Your identity to prevent money laundering, unless You furnish Us with other satisfactory proof of identity.

In addition We may undertake credit searches and conduct additional fraud searches, which may include requests for copy driving licences, utility bills and other documentation to establish the identity of any person applying for insurance. (For more information see the documents we need from You section of the Terms of Business).

To detect and prevent fraudulent claims and/or activities We may undertake searches against Your (or any person included on the proposal) Drivers Licence Number (DLN) against details held by the DVLA to confirm Your licence status, entitlement and restriction information and endorsement/conviction data. This helps Us check information to prevent fraud and reduce incidences of negligent misrepresentation and non-disclosure. A search of the DLN with the DVLA should not show a footprint against Your (or another relevant person included on the proposal) driving licence.

Credit Searches and Accounting

In assessing an application for insurance or Policy renewal, We may search files made available to Us by credit reference agencies. They keep a record of that search. We may also pass to credit reference agencies information We hold about You and Your payment record with Us. Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud. We may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by Us, acceptance or rejection of Your application will not depend only on the results of the credit scoring process.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- I. checking details on applications for credit and credit related or other facilities.
- II. managing credit and credit related accounts or facilities.
- III. recovering debt.
- IV. checking details on applications and claims for all types of insurance.
- V. checking details of job applicants and employees.

Please contact Brightside car insurance if You want to receive details of the relevant fraud prevention agencies.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Access To Your Information

You can write to Brightside car insurance at any time to obtain details of the information held about You. Please write to: Data Protection Officer, Brightside car insurance, Brightside Park, Severn Bridge, Aust, Bristol BS35 4BL

Please quote Your name, postal address and email address along with the details of Your requirement. Brightside car insurance will take reasonable steps to confirm Your identity before providing You with details of any personal information held about You.

Therefore Brightside car insurance would be grateful if You could provide two forms of identification such as a copy of a passport or Driving Licence and a copy of a utility bill to confirm address. In accordance with the Data Protection Act, 1998 Brightside car insurance is entitled to charge £10 to cover the administration costs involved with this process. Please make cheques payable to Brightside Insurance Services Ltd.

How to make a complaint

If You have a complaint about Your Policy or the service You have received please write to: Customer Relations Manager, Brightside car insurance, Brightside Park, Severn Bridge, Aust, Bristol BS35 4BL or email: **complaints@brightsideinsurance.co.uk**

Brightside car insurance will acknowledge receipt of Your complaint in writing promptly and provide You with a timescale for a full response and will endeavour to provide You with a final response within 8 weeks.

Full details of the complaints handling procedure is available upon request.

Financial Ombudsman Service

If You remain dissatisfied with the 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 the final response letter. More information is available from the Financial Ombudsman Service Website: **www.financial-ombudsman.org.uk**

You may also 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**

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

5177BSGC161015 PW



Brightside Car Insurance

Brightside Park, Severn Bridge,
Aust, Bristol BS35 4BL

t: **0333 222 4540**

brightsideinsurance.co.uk