



## AXA Specialist Risks Terms of Business Arrangement and Important Information

This document sets out the key terms and information you need to know about us, and our arrangement with you. Please read it carefully. If you do not understand any point or have any questions regarding our relationship with you, please ask us for further information.

### Accepting of our Terms of Business

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business.

### Who are we and who regulates us?

In these terms of business “we”, “us” and “our” means AXA Specialist Risks, a trading name of Brightside Insurance Services Limited. We are an insurance intermediary who are based in the UK and are authorised and regulated by the Financial Conduct Authority. Our registration number is 302216 and you can check our status by visiting the FCA’s website [www.fca.org.uk/register](http://www.fca.org.uk/register). We are registered in England and Wales (no. 04137311) and our registered address is 45 Westerham Road, Bessels Green, Sevenoaks, Kent, TN13 2QB. Brightside Insurance Services are a wholly owned subsidiary of the Markerstudy Group which also includes Markerstudy Insurance Services Limited.

### About Our Services

We are an insurance intermediary who arrange commercial insurance policies. We also offer a select range of optional additional products alongside our policies. We will arrange your insurance cover, administer payment or refund of premiums collected from you and pass them to the insurer and help you with any changes required to your existing cover. When arranging your cover, we will ask you questions so we understand your needs and ensure we provide you with a product or choice of products which meets those needs. Where more than one product on our panel is identified which meets your demands and needs, we will offer you the cheapest of those products. Subject to certain criteria we may offer advice or recommendations; where we do, this will be made clear to you when purchasing your cover. Where we do not provide advice or recommendations, we will provide information about relevant products for you to make an informed decision.

Throughout the period of insurance, we act on behalf of both you and the insurer. We act on behalf of you when providing a quote and arranging cover. Where we issue policy documents, handle claims and collect or refund premium payments, we act on behalf of the insurer.

### Our Fees, Taxes and Charges

When you take out a policy with us you will be informed of the total price to be paid, including any fee, taxes and charges. This will be confirmed before we conclude the sale with you and with details also provided in your welcome letter. Any fees, taxes and charges that apply on renewal of your policy will be confirmed in your renewal invitation. A range of other fees also apply to your policy, which will be chargeable at the point they apply. A summary of these is provided below:

Transaction	Fee
Arrangement Fee*	25% of the insurer’s premium
Mid-Term Alterations	£35.00
Cancellation within 14 days	£35.00
Cancellation after 14 days	£75.00 including the commission earned by us for placing the insurance

Please note:

- 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
- Any changes you make to your policy can also increase or decrease your insurance premium. Some insurers may also charge fees for making changes. Details of these can be found in your policy terms and conditions.
- Some fees are non-refundable after the first 14 days. These are highlighted with an asterisk (\*) above.
- All premiums quoted include the government’s Insurance Premium Tax (“IPT”) at the prevailing rate

## **Remuneration**

When you arrange or renew your policy through us, we charge you a fee, the amount of which is confirmed in your premium breakdown and welcome letter. In addition, we receive commission, which is a percentage of the premium, from the insurer(s) of your policy and any additional optional products you have purchased. Commission information may be disclosed on request.

If you choose to purchase your policy using premium finance, we will also receive commission from the finance provider for arranging the finance. We will be happy to provide details of this upon request.

We remunerate our colleagues using a combination of fixed and variable rewards that are designed to ensure they always act in the customers best interests. Our sales and servicing colleagues receive variable financial and non-financial rewards based on their sales performance, providing they also achieve high levels of customer service and quality scores.

## **About The Products We Offer**

We are an independent intermediary and can offer products from a number of insurers and managing general agents (MGA's). Some products are selected from a limited range or from a single product provider and we will advise you when this is the case.

## **Your Responsibilities**

Please take reasonable care to answer all the questions we ask you, either over the phone or online, honestly and to the best of your knowledge. If you do not your policy may be cancelled, treated as if it never existed or your claim not fully paid. Your duty to provide material information is not only confined to answering specific questions. Your duty of fair presentation means that insurers should be informed of any material fact or circumstance relating to your business. A material circumstance is any information which may affect the insurer's view of your risk.

We would like to remind you 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. Please note that under the Rehabilitation of Offenders Act you are not required to disclose convictions regarded as 'spent'.

You must also tell us about any changes which affect your insurance policy, for example a change of address, or a change in vehicle. Full details of the things you should tell us about are provided in your policy documents.

It is your responsibility to ensure that you have read, understood and checked the accuracy of the documents we send you, including details of the cover, limits and other terms that apply and confirmation of the information you have provided. If there are any errors, or you have any questions about your policy please contact us for assistance.

## **Cancellation**

If you want to cancel your policy, please contact us using the contact details provided with your policy. The charges which will apply for cancelling your policy, and how any refund is calculated are set out below.

### **Cancelling within the first 14 days**

If you have a cooling off period and cancel your policy within 14 days of the purchase date or the date at which you receive your documents (if this is later) then:

- If your policy has not started, we may be able refund your full premium dependant upon the cancellation terms of the insurer.
- If your policy has started and you have not made a claim, we'll refund you minus a deduction for the time on cover (calculated as a proportion of the annual cover based on the insurers cancellation terms)
- If your policy has started and you have made a claim it is likely that none of your premium will be refunded

In all cases our cancellation fee set as set out above will apply and the arrangement fee will not be refunded.

### **Cancelling after 14 days**

If you want to cancel your insurance policy after the first 14 days then the cancellation will be subject to the insurers published cancellation terms in determining what, if any, refund is provided. These cancellation terms can be found in the Insurance Product Information Document and/or policy terms and conditions and we recommend you read this carefully to ensure you understand what terms will apply. If you have made a claim, it is likely that none of your premium will be refunded.

In addition to the insurers terms our cancellation fee will apply, the arrangement fee will not be refunded and any discounts which were applied to the original premium will be deducted on a pro-rata basis. We will also retain a proportion of the commission we received for arranging your policy.

Discounts may be given against the total cost of your policy. If we have given you a discount against your premium, this will be deducted on a pro rata basis from any refund due to you on cancellation.

### **Refunds**

If you are entitled to a refund for any reason after your policy has started or after the expiry of 14 days, we will only provide this where the amount due to you is greater than £10.

### **Policies cancelled by us or the insurer**

If your policy is cancelled by us or the insurer, for reasons such as misrepresentation, failure to disclose or failure to make payment, we will give you 7 days' notice of the cancellation. The cancellation will be treated in line with the terms above.

### **Avoidance of Contract**

Where we are instructed by your insurer to avoid the contract of insurance from inception, we will retain the arrangement fee or admin charge (whichever is greater) to cover our administration costs.

### **Paying by Direct Debit**

If you choose to pay by Direct Debit, you will be taking out a premium finance arrangement which is financed by Close Brothers Premium Finance (CBPF). We receive commission from the finance provider for introducing you to them and will be pleased to provide this information upon request. CBPF will send you a welcome pack which will include a credit agreement. In assessing your application CBPF will search the public information a credit reference agency holds about you. The credit reference agency will add details of the search to their records whether or not the application for credit proceeds. This and other information may be used to make credit decisions about you and to undertake checks for the prevention and detection of money laundering.

When paying via Direct Debit, you will be responsible for paying the monthly instalments as they fall due. In the event of any due payment not being made, the overdue payment must be made immediately. A missed payment charge will be incurred for any failed Direct Debit payments. If the payment is not received within 7 days of the default, we will commence the cancellation procedure in accordance with the policy conditions.

If you pay for your insurance policy premiums by monthly direct debit and have a claim, you are required to continue paying your monthly direct debits or settle the outstanding balance in full. Failure to do so may result in the insurer exercising any rights it has including the possibility of any claim not being settled by the insurer until payment for the policy has been received in full.

### **Automatic Renewal**

To make the renewal process easier we may offer you the option to arrange for your policy to renew automatically. Where this is the case, the payment for the policy will be taken by the same method as the previous year and we will always write to you before the renewal is due to confirm the policy is due to renew automatically and give you the chance to cancel the renewal. Where your policy is set-up to automatically renew this will be confirmed in your welcome and/or renewal pack and you can opt out at any time by contacting us.

### **Receiving your Documents**

We are committed to reducing our carbon footprint, so our standard practice is to issue your documents to a dedicated Portal. However, documents can be issued by email or post if required, just let us know.

### **Handling Money**

Our financial arrangements with most insurance providers are on a 'risk transfer' basis. This means that we act as agent for the insurer for the collection and payment of your premiums including any optional additional products you choose to purchase. Your premiums are treated as being received by the insurer when they are received by us. Any premium refund is treated as being received by you when it is actually paid to you. We will not pay you the amount of any interest that we earn from investing your money before paying it to your insurer.

Where risk transfer does not apply, we will hold your money in a statutory trust bank account set up in accordance with the rules of the Financial Conduct Authority to protect your money if we become insolvent. We will retain any interest on funds held in this account.

## **If You Need to Complain**

At AXA Specialist Risks we are dedicated to treating you fairly and responsibly. However, occasionally things can go wrong. If you experience an issue, please contact us by telephone on **0333 222 1060** or email at [customer.care@brightsidegroup.co.uk](mailto:customer.care@brightsidegroup.co.uk). You can also write to us at Gateway House, Tollgate, Chandler's Ford, Eastleigh, Hampshire, SO53 3TG. We will endeavour to resolve your complaint by the end of the third working day following its receipt, however where this is not possible, we will send you a written acknowledgement within 5 working days. This will confirm who is handling the complaint for you.

Wherever possible we will then resolve your complaint within 4 weeks. If this isn't possible, for example because we need information from another party, we will write to you to confirm this, and advise when we expect to provide a response.

When we have fully investigated your complaint, we will confirm our final response in writing. This will usually be within 8 weeks of you making your complaint. In the unlikely event that we are unable to provide this within 8 weeks we will write to you to explain why, and when you can expect our final response.

If we have taken longer than 8 weeks to respond, or you remain dissatisfied with our final response, you may be able to refer your complaint to the Financial Ombudsman Service (FOS) within 6 months of the date of our response. They can be contacted in writing at The Financial Ombudsman Service, Exchange Tower, London, E14 9SR, by telephone on **0300 123 9123**, by email on [complaint.info@financialombudsman.org.uk](mailto:complaint.info@financialombudsman.org.uk) or through their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

The FOS will consider your complaint impartially and we are bound by their decision.

## **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. For compulsory classes the balance of any additional premium due. Any subsequent cancellation of your policy, by you or the insurer, will incur a charge as set out in the 'Administrative charges' section. of insurance, insurance advising and arranging is covered for 100% of any claim, without upper limit. Further information about compensation scheme arrangements is available on the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk) or by telephoning **0207 741 4100**.

## **Applicable Laws**

Unless specifically agreed otherwise, this insurance shall be subject to English Law, and the parties agree that any dispute arising out of it shall be subject to the non-exclusive jurisdiction of the English Courts.

## **Useful Contact Information**

If you need to contact us about your policy, please use the details below:

**Customer Service including amendments and cancellation enquiries** – **0333 222 1060** / [customer.care@brightsidegroup.co.uk](mailto:customer.care@brightsidegroup.co.uk)

**Renewals** - **0333 222 1060**

**New Policies** – **0333 414 1506**

You can also provide us with feedback regarding any aspect of our products or services by contacting us on the above numbers or using the following link - <https://uk.trustpilot.com/review/www.oneinsurancesolution.co.uk>.

## **Your Data**

**How we use your information:** It is important that you understand how we, as a Data Controller, use your personal data, this section provides you with some basic privacy information. For full details on how we use your personal data and what rights you have please visit our website <https://www.brightsideinsurance.co.uk/business> where you will find a link to the Privacy Notice at the bottom of the page. You can also request a copy of our Privacy Notice by contacting our Data Protection Officer, details below.

**Supporting Your Needs:** We collect and share information about you and your personal circumstances to identify and support your customer needs and to ensure we meet our regulatory responsibilities. This data may include Special Category Data that assists us in identifying and providing additional support and assistance if needed, for example providing documents in an alternative format.

**Fraud prevention and detection:** We carry out fraud checks on our customers to prevent fraud and to help us make decisions about providing, pricing and administering insurance. When we carry out these checks, we will search against fraud detection databases. We may pass details about you to some of these databases. Law enforcement agencies, financial service providers, fraud prevention agencies, police and other organisations may also access these databases.

**Automated Decision Making:** Some of our decisions are made automatically by a system or computer reviewing your data. You have a right to ask us to review any automated decisions.

**Credit searches:** Credit reference agencies are companies that collect, record and monitor people's credit history. We share information with credit reference agencies to assess applications, verify your identity and address and to obtain information about historic payment behaviour. We do this to help us to prevent fraud and carry out risk profiling, which allows us to calculate affordability, product suitability and creditworthiness. The credit reference agency we partner with will be a Data Controller in their own right.

**Your rights as a data subject:** Under Data Protection Laws, you have certain rights, if you would like to exercise any of your rights, please contact our Data Protection Officer.

**Data Protection Officer:** If you have any questions about how we use your data please contact our Data Protection Officer at: Data Protection Officer, 45 Westerham Road, Bessels Green, Kent, TN13 2QB or [dataprotection@markerstudy.com](mailto:dataprotection@markerstudy.com). You also have the right to complain to the Information Commissioner's Office, which regulates data protection compliance. You can find more information by visiting their website [www.ico.org.uk](http://www.ico.org.uk).