



Your Car Insurance Policy Wording

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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.

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.

Use of Language

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

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**.

Claims Helpline

If You Have an Accident

After any accident, incident, loss or damage that may be covered under this Policy You must call the 24 hour Claims Helpline on **0333 222 4548** as quickly as possible following the incident (preferably within 24 hours but ideally within 1 hour of the incident).

This is regardless of whether You wish to make a claim under the Policy or not. Delay in notification of an incident may invalidate Your right to claim.

If there has been a theft, attempted theft or vandalism You must also inform the Police and obtain a crime reference number.

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. You will also need to provide the crime reference number when reporting a theft, attempted theft or vandalism.

By calling the Claims Helpline You also get the assistance of the third party loss recovery service which includes a guaranteed replacement vehicle.

When You call the Claims Helpline after You have had an accident where a third party is deemed to be responsible, Brightside car insurance will arrange a temporary replacement vehicle by way of credit hire from (or by way of other appropriate arrangements with) the approved providers for Your use until Your vehicle is returned to You in a condition fit for use or a reasonable offer is made to You for the settlement of Your vehicle claim, whichever is the sooner.

You must establish to Brightside car insurance's reasonable satisfaction that You need such a Replacement Vehicle (e.g. Your Vehicle is not roadworthy or Your Vehicle is at a garage for the Accident repairs) and all the following information must be supplied to the Claims Helpline within 14 days of the Accident:

- a) The name of the Third Party;
- b) The registration number of the Third Party's vehicle;
- c) Contact details for the Third Party; and
- d) The Third Party's insurance details (the name and telephone number of the insurer and the relevant policy number).

Guaranteed Replacement Vehicle is not available wherever an Accident has occurred outside of the UK.

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 collection and re-delivery;
- FREE car cleaning service;
- Repairers' work guaranteed for three years.

Please read the General Conditions in this Policy document and the claims procedure.

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 Claims 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.

Definitions of words

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 repairer that is authorised by Us or Our representative to repair Your Car following a valid claim under this Policy.

Brightside car insurance

Brightside is a trading style of Brightside Insurance Services Ltd.

Certificate of Motor Insurance

The Certificate of Motor Insurance is 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.

Claims Helpline

The claims helpline number is 0333 222 4548 and the claim management service is provided by Slater Gordon Solutions Motor on behalf of Brightside Insurance Services Ltd.

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 is defined in part 1 of the UK Terrorism Act 2000 and successors thereto.

Terrorism is any act or acts including, but not limited to:

- i) the use or threat of force and/or violence and
- ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes, or is claimed to be caused or occasioned in whole or in part for such purposes

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.

Your Insurer

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

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. Child seats	Included	Included*	Not Covered

The General Conditions and General Exclusions apply to all sections of this Car Insurance Policy.

*Only applies to TPF&T policies where the loss or damage has been caused directly by Fire or Theft.

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 an Approved 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 Your 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 by 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 Your Car is stolen and not recovered or if We settle a total loss claim under Section 1 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;

We will replace Your Car with a new one of the same make, model and specification if one is immediately available. If a new car of the same make, model and specification is not available in the Territorial Limits, We will settle Your claim by giving you a cash payment.

Accident transport, fire and theft recovery

When You report an accident, Theft, attempted Theft, Fire, or vandalism that has occurred within the Territorial Limits and leaves Your Car undriveable to the Claims Helpline they will arrange for the protection and removal of Your Car and alternative transport or overnight accommodation where needed. As part of that service We will reimburse You:

- (a) the cost of transporting You, Your Car and any passengers to a destination within the Territorial Limit provided that they are transported to the same destination; or
- (b) the cost of transporting You to a hotel. You will have to pay for the cost of this, and the hotel costs; but We will reimburse You up to £50 per person for overnight accommodation. The most We will pay for transport to the hotel and the cost of one night of hotel accommodation is £500 for any one incident. You must pay the hotel bill, but We will pay You back on receipt of the relevant bill(s) subject to the £500 limit for any one incident;

The above benefits are subject to You having made a claim under Section 1 of this Policy.

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/Loan Car

Where the cover type is comprehensive and following the report of an incident via the claims helpline where there isn't a known third party deemed to be responsible (non-recoverable claim) and Your Car is deemed repairable, Our approved repairers will loan a car to You whilst Your Car is being repaired, subject to availability.

While You are in possession of the courtesy car, cover for loss of or damage to the vehicle will be provided by Us in accordance with this Policy, its Terms, Endorsements and conditions, including Excesses for which You will be responsible. You are not required to inform Us when You are supplied with a courtesy car from Our Approved Repairer. We will not make a charge for this cover.

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.

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

- 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 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.

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) reduction in value after repair;
- 3) loss of use or value of Your Car;
- 4) damage to tyres by application of brakes or by punctures, cuts or bursts;
- 5) 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;
- 6) loss resulting from repossession of Your Car or return to its rightful owner;
- 7) 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;
- 8) 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.
- 9) loss or damage to portable devices e.g. telephone, communication, navigation, radar equipment or loss or damage to television/games equipment of any kind;
- 10) 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;
- 11) damage caused by frost or freezing;
- 12) that part of the cost of any repair or replacement which improves Your Car beyond its condition immediately before the loss or damage occurred;
- 13) 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;
- 14) loss or Theft of keys or similar device, remote controls or security devices and in any of these events the replacement of locks;
- 15) loss or damage to any Trailer whether or not it is being towed by or attached to Your Car;
- 16) loss or damage caused by an inappropriate type or grade of fuel being used;
- 17) 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;
- 18) any loss or damage whilst being parked by an employee of a hotel or restaurant or car parking service;

- 19) 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;
- 20) loss of or damage to Accessories and spare parts by Theft if Your Car is not stolen at the same time;
- 21) loss of Your Car through deception by someone who claims to be a buyer;
- 22) any storage charges unless You tell Us about them and We agree in writing to pay for them;
- 23) 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;
- 24) personal belongings that are not Accessories;
- 25) any loss or damage up to the amount of the Excess that appears in Your Motor Policy Schedule or elsewhere in this Policy document;
- 26) Fuel, fees, costs or any charges relating to the modification, collection, use, delivery or return of the courtesy car.

Section 2. Liability to Third Parties

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.

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;
- Your employers, while You are driving on their business but not when the vehicle is owned, leased or operated by them.
- 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 their legal personal representatives the protection We provide under this Policy.

Legal Fees and Expenses

If there is an incident that is covered under this insurance We may at Our absolute discretion consider appointing solicitors to represent You. 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 dangerous or reckless driving.

If We agree to pay these costs under this Policy the choice and appointment of legal representation and the extent of any assistance that We provide will be entirely at Our discretion. There will be no agreement to pay these costs unless:

- We have confirmed this to You in writing;
- The death or deaths giving rise to the proceedings are caused by an incident covered by this Policy;
- The event causing the deaths happened within the Territorial Limits.

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 may only drive other cars if it states that You are eligible on Your Certificate of Motor Insurance and;

- the vehicle is a private motor car (this extension of cover is not available for use with a car derived van, van, motorcycle or any other motor vehicle that is not a private motor car);
- You are the policyholder;
- You do not own or have hired under a lease, finance or hire purchase agreement the car which is being driven;
- You are in possession of Your Car insured under this Policy and it has not been reported stolen or written off;
- You are not a firm or company;
- 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 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 use Our Approved Repairer for replacement or repair of Your windscreen or windows, the cover provided by this Policy will be unlimited. If any other repairer is used then cover will be restricted to £100 less the windscreen Excess. When You call the Claims Helpline on **0333 222 4548** You will be directed to the Approved Repairer.

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 incident 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 until renewal.

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) motor insurance 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 motor insurance directives approved by the commission of the European Union.

This legal minimum insurance does not include cover for loss of or damage to Your Car.

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).

Full Policy Cover

In addition to the legal minimum cover, this insurance provides the cover shown in Your Motor Policy Schedule in any country referred to above, for up to 90 days, 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;
- 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.

There may be situations where further extensions are granted if You want to extend Your cover. Any agreement by Us to extend full Policy cover beyond the limits above may be subject to an additional premium and Policy restrictions and You must contact Brightside car insurance before You travel.

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 non-prescribed 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. Child seats

We will also cover the cost of replacing child and booster seats up to a maximum amount of £100 per incident 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 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. Data Protection

Brightside will need to collect and process your data in order to provide products and services. The Brightside Privacy Policy can be found here: <https://www.brightsideinsurance.co.uk/privacy-security> and explains how we collect and use your details, the laws and regulations that apply, the systems and services we use and how we detect and prevent crime such as fraudulent applications and claims.

2. 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.

3. Payments and Your 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.

4. 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 been charged 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.

5. 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.

6. 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.

7. 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 Claims 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.

8. 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.

9. 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.

10. Car Sharing

This Policy allows You to carry passengers for social or similar purposes but not for carriage of passengers for hire or reward. Receiving a financial contribution as part of a vehicle sharing arrangement will not be regarded as carriage of passengers for hire or reward provided that:

- You do not make a profit from the car sharing arrangement; and
- Your Car is not adapted to carry more than eight people (including the driver); and
- You are not carrying passengers as customers of a passenger-carrying business.

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.

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

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 other than in Great Britain, Isle of Man or The Channel Islands

Except 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 or de-restricted toll road.
- 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.



Brightside Car Insurance

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

t: **0333 222 4540**

brightsideinsurance.co.uk