



OUR Terms of Business

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Terms of Business

About eBike

eBike is an internet based service. **Please note that our primary method of communication is via email.** Any changes or adjustments to your policy can be made online by accessing your account at <http://www.ebikeinsurance.co.uk/> If you experience difficulties in making changes to your policy, please contact our Customer Services Team, whose details can be found on the 'Contact Us' tab on the homepage of our website.

Please be aware that calls to the Customer Services Team are charged at premium rates.

eBike is a trading style of Brightside Insurance Services Ltd who are authorised and regulated by the [Financial Conduct Authority](#) (Firm reference No. 302216). Registered in England and Wales number 04137311 Registered Office: Brightside Park, Severn Bridge, Aust, Bristol BS35 4BL.

Our Status And The Services Provided

We are an insurance intermediary and we arrange cover for private motorcycle insurance, Legal Expenses cover, Breakdown Assistance, Key Cover and Vehicle Hire through a single insurer for each product. Our service includes, but is not limited to, arranging your insurance cover and helping you with ongoing changes. We will advise and make a recommendation after we have assessed your needs.

The Capacity In Which We Are Acting

We act on your behalf when sourcing a suitable policy, placing the insurance and in the event of a claim.

Quotations

Quotations offered by eBike are valid for 14 days from date of issue. You will be issued with a quote reference number, which in combination with your e-mail address will allow you to retrieve any stored quote from our online system. Your insurer has the right to decline your risk, increase the premium or restrict the policy if any errors or omissions are found in the Statement of Information. A quote shall be treated as an invitation to treat and can be withdrawn by the insurer at any point before the Certificate of Motor Insurance is issued.

How we use your information

Any information we hold about you, whether on our computer system or on paper files, will be treated as private and confidential. We will use and disclose your information to insurers, their agents, the regulator and other third parties in the normal course of administering or arranging your insurance policy. We may also obtain information about you from credit reference agencies to check your credit status and identity. The agencies record our enquiries but your credit standing will not be affected.

For more information on the Data Protection Act you may also write to the Office of the Information Commissioner at Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF.

Telephone: 08456 306060 or 01625 545745

Email: mail@ico.gsi.gov.uk

Contacting you

From time to time, we'd like to get in touch with you by phone, email, SMS or post to tell you about the other products, services and special offers available from Brightside Group.

Your details are safe with us because we won't share your details with anyone else for marketing purposes.

If you don't want to hear from us, simply opt out of receiving marketing communications by writing to our Marketing Department at Brightside Park, Aust, Bristol BS35 4BL or email them at marketing@egroupltd.co.uk.

Sensitive data

In order to assess the terms of the insurance contract or administer claims which arise, we and the insurer 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 your policy booklet.

Credit searching and references

To make sure that the insurers can provide you with their best price, ascertain the most appropriate payment options for you and protect you from fraud, they will use public and personal data from a variety of sources, including a credit reference agency and other organisations. Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed, helping to trace debtors and preventing fraud. 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, acceptance or rejection of your application will not depend only on the results of the credit scoring process. By applying for a quotation, you agree to these uses of your information. The insurers' search will appear on your credit report whether or not your quotation proceeds to application but it shouldn't harm or adversely affect your credit profile.

Anti-fraud registers

We will pass details to the Claims and Underwriting Exchange Register which is run by Insurance Database Services Limited (IDS Ltd), and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI), to check the information provided and prevent fraudulent claims. When dealing with your request for insurance these registers may be searched.

If we identify a discrepancy on the aforementioned registers which does not correspond to the information you have provided, we will apply the correct information to your policy and process this change as a mid-term adjustment. In addition to the mid-term adjustment charge we will apply a discrepancy charge as set out in the 'policy and administration charges section of this document. Where applicable, an additional premium will be charged by your insurer. If the correct information is unacceptable to your insurer, cover may be cancelled or voided (which means to treat as if the policy never existed).

Where as a result of us applying the correct information, your insurer withdraws cover, we will calculate any refund of premium in accordance with the 'Cancelling your Insurance' section of this document.

Under the conditions of your policy, you must inform us of any incident (such as an accident or a theft) which may, or may not, give rise to a claim. When you inform us of an incident, we'll pass the information relating to it to the registers.

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 services aimed at reducing the level and incidence of uninsured driving.

If you are involved in a road traffic incident (either in the UK, the EEA or certain other territories), insurers and/or the MIB may search the MID to obtain releBiket 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 releBiket 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 vehicle seized by the Police. You can check that your correct registration number details are shown on the MID at www.askmid.com.

How to access your information

Under the Data Protection Act 1998 you have the right to request a copy of all the personal information we hold about you. To do this, simply write to us at Data Protection Officer, Brightside Insurance Services Ltd, Brightside Park, Aust, Bristol BS35 4BL enclosing a cheque for £10.00 payable to Brightside Insurance Services Ltd to cover our administrative costs in dealing with your request. If you have any queries in respect of confidentiality and data protection please [Contact Us](#)'.

Your Responsibilities

Answering Questions

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. Any advice we offer will be based on the details you provide.

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, your policy may be cancelled or your claim rejected or not fully paid.

If you are unsure of your answer to a particular question, you should make reasonable efforts to obtain the information required to answer it correctly.

If you need help with any of the questions, please see the accompanying help text or the frequently asked questions. If you cannot find what you need, please [contact us](#).

Before you purchase your policy, please carefully check your answers to ensure they are correct. If there are any inaccuracies, please correct them before you pay for your policy.

We will send you a Statement of Information confirming the information you have supplied, with your policy documents. Please make sure that all the information shown is correct. If you notice any inaccuracies, please [contact us](#) to make the required amendments immediately. Depending on the changes made, your premium may alter and your cover adjusted. We will inform you if this happens.

Always keep copies of correspondence sent or received concerning 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.

Please note that under the Rehabilitation of Offenders Act 1974 you're not required to disclose convictions regarded as spent.

Documents that we need from you

To provide you with competitive prices and to combat fraudulent applications and claims our insurer partners require us to validate driving licences and proof of No Claims Discount on their behalf.

Failure to provide us with copies of driver's licences for all drivers named on the policy within 23 days of the start date of your policy will result in your insurance policy being cancelled.

If you have taken out your policy on the basis of having earned a No Claims Discount (NCD) we require written proof within 23 days of the start date of your policy.

If there is a discrepancy between the information supplied on the application form and the driver's licences or No Claims Discount you supply, then the correct information will be added to the policy and processed as a mid-term adjustment. In addition to the mid-term adjustment charge we will apply a discrepancy charge as set out in the 'policy and administration charges' section of this document. Where applicable, an additional premium will be charged by your insurer. If the correct information is unacceptable to your insurer, cover may be cancelled or voided (which means to treat as if the policy never existed).

If your policy is cancelled for this reason, we will calculate any refund of premium in accordance with the 'Cancelling your Insurance' section of this document.

We recommend that a clear photograph or scan is taken and emailed to validation@eBikeinsurance.co.uk.

If you are sending documents by post we recommend that you send them by recorded delivery and track the progress with Royal Mail to ensure that we receive it within 23 days of the start date of your policy.

Driving Licences

You must send us **copies** of the following documents **for all drivers named on the policy**:

- Counterpart driving licence.
- Front of the driving licence Photo Card.
- Rear of the driving licence Photo Card.

Please do not send the original licence. We cannot accept responsibility for any loss or non-return of original licences.

No Claims Discount

Please note that Classic Bike policies do not earn No Claims Discount.

If you don't provide us with valid proof of your No Claims Discount within 23 days of the start date of your policy, we will reduce your no claims entitlement to 0 years and increase your premium accordingly.

We are only able to accept a No Claims Discount that is:

- Previously earned on a motorcycle policy only
- Less than 2 years old and must be in policyholders name
- Earned within the UK.
- All No Claims Discount must be in years and not as a percentage
- Not being used on another policy, as No Claims Discount can only be used on one policy at a time

We cannot accept a No Claims Discount that does not meet the above criteria.

Awareness Of Policy Terms

When you take out a policy we will send you a Statement of Information which shows the information you have supplied to obtain insurance cover. Please check this carefully and inform us immediately of any errors. You should also check the Schedule, Policy Wording and Certificate of Motor Insurance, as these documents form the contract of insurance with your insurer(s). If you make any changes to your policy, or add additional information we will send you a copy of the revisions. You will have the opportunity to correct any errors, but please be aware that this could result in an additional premium being charged by your insurer(s) and an administration charge by ourselves.

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

Cover

The Policy Wording is available to read and download online. Please check that the cover being provided to you is the cover you need. Your policy will be based on the answers you have provided during the quotation process. It is your responsibility to provide accurate information when you take out, change or renew your insurance policy. If you make any changes to your policy during the period of cover you will be advised prior to making these changes of any revised policy terms and conditions that may apply.

If your existing Certificate of Motor Insurance has expired, no cover will exist until a replacement Certificate of Motor Insurance has been issued. Once you have purchased your bike insurance cover you'll be sent an email confirming cover details. We recommend you keep copies of all communications from eBike for your records.

Road Traffic Act

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

Charges and Cancellation Process

Policy And Administration Charges

During the lifetime of your policy you may need to [contact us](#) and make changes. Some of these changes may also result in a change of premium charged by the insurer. In addition to the premium charged by insurers, charges are made to cover the administration of your insurance. These are as follows:

Broker fee	£20.00
Mid-term adjustment	£15.00
Direct Debit arrangement	£25.00
Duplicate documents / Non-standard letters	£25.00
Discrepancy	
Where the additional premium is between £0-£100	£35.00
Where the additional premium is between over £100	£70.00
Cancellation	
Within the 14 day cooling off period	£25.00
Outside the 14 day cooling off period	£75.00

Cancelling Your Insurance

If this policy does not meet your needs, or you require more information regarding cancellation please [login to your account](#) or contact eBike at eBike, Brightside Park, Severn Bridge, Aust Bristol BS35 4BL or [contact us](#)

If you have any additional insurances such as Vehicle Hire, Breakdown, Legal expenses or Key cover "add-ons" with your car insurance these add-ons will be cancelled when your main motor policy is cancelled. If you have not used the service they provide and you cancel within the 14 day cooling off period then the premium paid for these add-ons will be refunded to you in full. After the 14 day cooling off period, there is no refund due on the premium you paid for these add-ons when the policy is cancelled.

Cancellation by you

If you wish to cancel your cover, you may do so by notifying eBike of the cancellation online and you must return your original Certificate of Motor Insurance or provide an electronic declaration of surrender to eBike.

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 or renewal of the contract or the day on which you receive your policy documentation, whichever is the later. Unless we have paid for the total loss of the car, when you must pay the full annual premium and you will not be entitled to any refund.

If the policy is cancelled, at any time, and cover has started you will be entitled to a refund of the premium paid (providing you have not made a claim, or a claim has not been made against you), subject to a deduction for the time you have been covered and our cancellation charge.

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

Where we or the insurer may cancel your cover

eBike may cancel the policy if there is a good reason for doing so.

Some examples of situations where eBike would have a good reason for cancelling your policy include:

- a) non-payment of the premium due; or
- b) you have changed your vehicle during the policy to one the insurer 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) eBike or the insurer identify misrepresentation or fraud or any attempt to gain an advantage under this insurance to which you are not entitled.

Before eBike cancels your policy eBike or your insurer will send you seven days' notice to either the email address or postal address shown on your account.

Please note the full annual premium is payable if you have used the policy to make a claim or a claim has been made against you and no refund will be given.

Payment of premiums and refunds

Annual insurance policies are arranged for a period of 12 months and you're required to pay the full amount stated. Unless otherwise agreed and formalised by a premium instalment plan, all premiums are due on the day cover is arranged, the date the policy is due for renewal, or the date any mid-term adjustment is processed.

If we arrange an instalment plan for you an administration charge of £25.00 will apply. The amount will be disclosed to you at the point of sale and in your policy confirmation documents. The eBike instalment plan is arranged by Panacea Finance Ltd and provided by one of a panel of finance providers. For Information about our Premium Finance Providers and the Direct Debit Process go to <http://www.eBikeinsurance.co.uk/panacea.php>.

You will be responsible for paying the instalments as they fall due. In the event that payment is not made, you will be sent seven days' notice to either the email address or postal address shown on your account.

We will not accept responsibility for cancellation of insurance by insurers due to late or non-payment of premium by customers.

Any premium returned by the insurers will be off-set against any balance that may still be outstanding on your instalment plan. If the amount that you owe exceeds the amount that you have paid, you will be required to make payment for the outstanding amount immediately. Failure to do so may result in eBike taking steps to recover the debt including passing on details of the debt to an external debt collection agency. Where this happens, the debt collection agency reserves the right to apply a fee for their services which they will collect along with the outstanding balance.

In most cases, refunds will be credited back to the card used to make payment. However we may issue refunds by cheque, made payable to the policyholder. If you have any concerns over either of these refund methods then please contact us prior to making any changes to your policy. Please note that the choice of whether to refund by card or cheque is for security reasons and remains at our discretion.

Refunds made to a payment card will appear in your account between 3-5 working days depending on your banking provider.

Please note: We do not issue refunds of less than £10.00.

Classic Bike Product

Classic Bike premiums are non-refundable. If you cancel the insurance there will be no refund of premium. If there are any unpaid monies when the policy is cancelled, we may withhold documents to which you are entitled, until full payment is made.

Refunds within the 14 day cooling off period

If your policy is cancelled and the cover has not yet commenced, you'll be entitled to a full refund of the premium paid.

If the insurance has commenced and your policy is cancelled within the 14 day cooling off period and provided that you have not made a claim or a claim has not been made against you, we will return to you the amount that you have paid us, after deducting:

- A pro rata deduction of the total premium for the time that you have been on cover.
- A £25 administration charge as set out in the 'Policy and Administration charges' section of this document
- Where applicable the Direct Debit arrangement charge.

Refunds after the 14 day cooling off period

Where the insurance policy is cancelled other than within the cooling off period, as long as you have not made a claim, or a claim has not been made against you, we will return to you the amount that you have paid us, after deducting:

- A pro rata deduction of premium for the time that you have been on cover.
- A £75 administration charge as set out in the 'Policy and Administration charges' section of this document.
- Any commission and broker fee earned by us for arranging your insurance
- The full cost of all add-on products that you purchased.

Automatic Renewal

When your policy is due for renewal, we will offer to renew it for you automatically, or inform you if terms are not available. Your renewal premium can only be honoured up until expiry of your current policy providing there have been no changes in your circumstances. If there have been changes please log into your policy online or contact our Customer Services team to let us know.

We will contact you 14 days before your policy ends, and where cover is available we will provide full details of your next premium and any changes in terms or change in payment dates.

If you do not wish to renew your policy, all you will need to do is log onto your policy online and click to lapse the policy or contact our Customer Services team to let us know. Please contact us at least 5 days prior to the start of your new policy to prevent any payment being collected.

General Conditions

How to make a complaint

It is our intention to provide you with a high level of service at all times. In the unlikely event that you should have cause for complaint, please write to:

eBike Quality Manager, eBike, Brightside Park, Severn Bridge, Aust, Bristol BS35 4BL
or email: complaints@eBikeinsurance.co.uk

We'll acknowledge receipt of your complaint in writing promptly and provide you with a timescale for a full response. We will provide you with a final response within 8 weeks.

Full details of our complaints handling procedures are available upon request.

If you remain dissatisfied with our 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 our final response letter. You may contact them at:

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

Tel: 0300 123 9 123 (from a mobile) Tel: 0800 023 4567 (from a landline)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Claims

We have no authority to handle claims on behalf of insurers. In the event of an incident occurring which may give rise to a claim under your policy, you should notify us as soon as possible using the contact details on your Certificate of Motor Insurance, or on the homepage of our website under the Make a Claim section.

Please note that you must report all incidents as soon as possible. Late notification could compromise your claim.

Limitation/Exclusion of Liability

Our liability for losses suffered by you **as a direct consequence of any negligent performance** of our services to you under this agreement **shall be limited in all circumstances to £5,000,000 per claim**. In all other circumstances our liability for losses suffered by you because of our performance or non-performance of our services under our agreement with you, will be limited to the amount of commission and fees which we have received for arranging your insurance cover during the 12 months before the claim arose.

We will **not** be liable to you for any:

- pure economic loss;
- loss of profit; or
- loss of business;

in each case whether the loss is direct, indirect or consequential, **nor** shall we be liable to you for any claims for consequential compensation (whatsoever) which arise out, of or in connection with, our services to you under this agreement.

Nothing in this paragraph excludes or limits our liability to you for death or personal injury caused by our negligence, or for loss to you caused by our fraud, our wilful misrepresentation, or the breach by us of any obligations which we owe to you under any regulations which apply to the provision of our services to you under this agreement.

Withholding Documents

We reserve the right to retain certain documents until payments due have been made. We will provide any documents you are required to have by law. If the credit agreement requires you to pay an advance payment, you're required to pay that payment by the date specified by us or your policy may not be valid.

Risk Transfer

Premiums that we collect from you are held in an insurance broking bank account specifically for the purpose of holding premiums. By virtue of agreements held with insurers, we collect premiums as agents of the insurer. Therefore, once we have collected the premium from you, under the terms of our agreements with insurers, those premiums are treated as having been paid to the insurer(s). We'll remit premiums to insurers in accordance with our agreements with insurers.

Client Money Segregation

Premiums that we collect from you will be segregated into and held in either a Statutory or Non-Statutory Insurance Broking Trust Bank Account. We'll hold the money as trustee for the insurer. The bank account is set up as a trust governed by our agreements with our insurers. This means that once the client money is segregated into the trust account it falls into our legal ownership but remains for the beneficial ownership of the insurers. If we become Insolvent, the terms of the trust dictate that insurers will have a prior claim on the money in the account according to their specific interests. Where insurers permit use of a Non-Statutory Trust we may agree to extend credit to other customers using money from the bank account. We'll have in place and maintain systems and controls to ensure that we are able to monitor and manage client money transactions and any credit risk arising from the operation of this trust arrangement.

Earning Interest On Customer Premiums

We hold premiums that you pay us in a Client Money Bank Account. Under Financial Services Regulations we have to inform you that we may earn interest from money held in our Client Money Bank Account, which may exceed £20 for any one transaction that you make with us. Interest earned will not be held for the benefit of customers. By accepting these Terms of Business, you are giving your consent for us to act in the manner described above.

Segregation of Investments

We hold premiums that you pay to us in a Client Money Bank Account. We may invest these premiums in a range of permitted designated investments as prescribed by Financial Services Regulations. In the event that there is any shortfall in our client money resource attributable to falls in the market value of any of these permitted designated investments, we shall make provision for, and bear the cost of, any such shortfall. By accepting these Terms of Business you're giving your consent for us to act in the manner described above.

Other Taxes or Costs

Please note that there is a possibility that other taxes and/or costs may exist in respect of products and services offered by us, which are not paid through or imposed by us.

Our Remuneration

If you are regarded as a commercial customer (your policy has been purchased for your trade or profession) you're entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business.

Governing Law

This agreement shall be governed by the laws of England and Wales and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the English Courts.

Variations

No variations to these terms are held to be valid unless in writing and signed by an authorised officer of the Brightside Insurance Services Ltd. eBike staff are not authorised to agree any variation. We may vary the terms of this agreement on renewal of your insurance policy. We will notify you of any change to these terms in your renewal invite. This will be sent to you 14 days before the expiry date of your insurance policy so that you can make an informed decision about whether to renew your policy on the new terms

Statutory Rights

Agreement to our Terms of Business does not affect your statutory rights.

