

# Motor Legal Expenses and Emergency Hire Vehicle Insurance



## Insurance Product Information Document

**Company:** BDElite Ltd, which is registered in England, No. 7636844. Authorised and regulated by the Financial Conduct Authority for insurance distribution and claims management activities. Our firm's reference number is 797920.

**Product:** Motor Legal Expenses and Emergency Hire Vehicle Insurance

This insurance is underwritten by Financial & Legal Insurance Company Limited, on whose behalf we act.

Financial & Legal Insurance Company Limited is registered in England, No. 03034220. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under number 202915.

This document provides a summary of the key information covered by this policy. It does not contain the full terms and conditions of the policy which can be found in the BDElite Motor Legal Expenses and Emergency Hire Vehicle Insurance Policy Wording and obtained from your insurance broker.

### What is this type of insurance?

This is a Motor Legal Expenses and Emergency Hire Vehicle Insurance policy which is designed to assist you in the pursuit or defence of certain legal rights. This policy operates alongside your Motor Insurance Policy.



#### What is insured?

We will provide cover up to £100,000 for legal costs and expenses to help you pursue or defend your legal rights arising from a claim involving:

- ✓ **Recovery of Losses when you are involved in a motor accident which is NOT Your Fault:** To pursue a claim for compensation against the insurer of the party at fault in respect of an incident causing:
  - Your death or bodily injury, or the death or bodily injury of any passenger.
    - Where a lawyer or other suitably qualified person can recover their costs from the at fault insurer and reasonable prospects exist, we will recommend a lawyer or suitably qualified person.
    - Where costs cannot be recovered and reasonable prospects exist, BDElite will appoint and pay the costs of a lawyer or suitably qualified person to support you, in making your claim for personal injury compensation. This support may include assistance in the preparation of papers, the giving of advice and with the courts consent attend a court hearing.
  - You or any passenger to suffer losses not covered by your motor insurance policy such as your insurance policy excess, loss of earnings or other out of pocket expenses.
- ✓ **Defence of a Criminal Prosecution of a Motoring Offence:** To defend you in the event you are prosecuted for a motoring offence.
- ✓ **Motor Vehicle Contract Disputes:** To pursue or defend you in respect of a dispute relating to an agreement or alleged agreement that you have entered into in relation to the use or ownership of the insured vehicle.
- ✓ **Vehicle Cloning:** To defend you in civil or criminal proceedings arising from the use of the insured vehicle's identity by a third party without your permission.
- ✓ **Illegal Clamping and Towing:** To pursue the recovery of illegal clamping or towing fees relating to the insured vehicle.
- ✓ **Unenforceable Parking Fines:** To pursue an appeal to the local authority or independent adjudicator against and unenforceable parking fine.
- ✓ **Motor Insurance Database Disputes:** To defend you in a dispute with the police or other government agency in the event the insured vehicle is seized following a failure in the communications of your insurer and the Motor Insurance Database resulting in incorrect information being held on the database.



#### What is insured? (continued)

- ✓ **Licence Protection:** To defend you following a notice served by a licencing authority which leads to the suspending, revoking, altering the terms of or refusal to renew your driving licence or goods vehicle operator's licence.
- ✓ **Emergency Hire Vehicle (if chosen):** If the insured vehicle is unavailable or unroadworthy following a motor accident for which you are at fault, theft or attempted theft, fire or vandalism, We will arrange and pay for the cost of providing you with a replacement vehicle.



#### What is not insured?

- ✗ **Prior Costs and Expenses:** Any costs incurred before a claim is made and any costs and expenses which we do not authorise.
- ✗ **Prior Claims:** Any claim or incident which you knew about, or ought to have known about before the commencement of this policy.
- ✗ **Dishonesty, Violence and Fraud:** Any claim which involves actual or alleged dishonesty or violence by you or a statement which is overstated, false or fraudulent.
- ✗ **Defence of a Criminal Prosecution of a Motoring Offence:** You are responsible for the first £100 of costs and expenses in the event of a claim.
- ✗ **Emergency Hire Vehicle (if chosen):** Any costs where you arrange a replacement vehicle without our consent.
- Any claim where a courtesy vehicle that is a suitable near equivalent to the insured vehicle or the replacement vehicle as shown in your Certificate of Insurance would have been available.
- Any claim where you are offered or become entitled to a courtesy vehicle that is a suitable near equivalent to the insured vehicle or the replacement vehicle as shown in your Certificate of Insurance, from any source.
- Any claim where you fail to report the claim to BDElite within 7 days unless there are mitigating/exceptional circumstances, which prevented you from reporting the claim within 7 days.
- ✗ **Fines and Damages:** – Any fines, damages or other penalties which you have been ordered to pay by a court or other authority.
- ✗ Claims reported outside of the Period of Insurance.



## Are there any restrictions on cover?

- ! **Reasonable Prospects:** There must be more than a 50% chance of recovering damages, defending a claim or prosecution or obtaining a legal remedy.
- ! **Appointed Representative:** If legal proceedings are issued or a conflict of interest occurs, only then will you be able to appoint your own representative in relation to a claim under this Policy. We will not pay your representative's costs which exceed the costs that our appointed representative, operating under our standard terms of appointment, would charge us. In this event, you will be responsible for your representative's excess costs.
- ! **Limit of Liability:** The maximum amount payable for costs and expenses per claim is £100,000.
- ! **Aggregate Limit of Liability:** The maximum amount payable for costs and expenses in respect to all claims in any one Period of Insurance is £200,000.
- ! **Emergency Hire Vehicle (if chosen):** The replacement vehicle will be provided for up to 14 days and depend on the level of cover chosen.
- ! **Motor Vehicle Contract Disputes:** The amount in dispute must exceed £100.
- ! **Illegal Clamping and Towing:** The amount in dispute must exceed £100.



## Where am I covered?

- ✓ **Recovery of Losses when you are involved in a motor accident which is NOT Your Fault:** The European Union, United Kingdom, Channel Islands and Isle of Man.
- ✓ **Emergency Hire Vehicle (if chosen):** The United Kingdom.
- ✓ **All other sections:** United Kingdom, Channel Islands and Isle of Man.



## What are my obligations?

- **Claims Reporting:** You must report a claim during the Period of Insurance and immediately you become aware of circumstances which may give rise to a claim.
- **Advice:** You must follow the advice of the advice line.
- **Cooperation:** You must cooperate fully with us and provide within a reasonable time and at your own expense, any requested information and documentation we ask for.



## When and how do I pay?

You should make payment to your Broker, this may be by making a one off payment or your Broker may be able to arrange credit facilities if required.



## When does the cover start and end?

Your policy covers you for up to 12 months from the date you request your policy to be started. The dates will be referenced on your Certificate of Insurance.



## How do I cancel the contract?

You have the right to cancel this policy:

- With a full premium refund within 14 days of it starting, provided that there have been no claims.
- No refund of premium will be available after 14 days of it starting.

# MOTOR LEGAL EXPENSES AND EMERGENCY HIRE VEHICLE INSURANCE

## Customer Information

**Company:** BDElite Ltd. is authorised and regulated by the Financial Conduct Authority (firm reference number 797920)



## Making a claim

In the event of a claim please contact

Telephone: BDElite claims line: **01204 567 567**

Email: [bdeliteclaims@bdelite.co.uk](mailto:bdeliteclaims@bdelite.co.uk)

Post: Claims at BDElite Ltd. Atria, Spa Road, Bolton, BL1 4AG.

Alternatively you can download the "**BDElite Claims Assistance**" mobile app from the Apple App or Google Play stores.

## Complaints process

At BDElite Ltd, we are dedicated to providing you with the high standards of service you have the right to expect. If your complaint relates to the sale of this policy, please contact your insurance adviser.

If your complaint relates to this policy or a claim under this policy, please contact BDElite on:

Telephone: **01204 567 500**

Email: [customerservices@bdelite.co.uk](mailto:customerservices@bdelite.co.uk)

Address: Customer Services at BDElite Ltd, Atria, Spa Road, Bolton, BL1 4AG.

Please quote your certificate number in all correspondence.

If BDElite is unable to resolve the complaint to your satisfaction (and if eligible), you can ask the Financial Ombudsman to review your case. This is a free and unbiased service.

Telephone: **0800 023 4567** or **0300 123 9123**

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

## Financial Services Compensation Scheme

Financial & Legal Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS directly on 0800 678 1100.