

MOTOR LEGAL EXPENSES INSURANCE POLICY



Welcome to BDElite

Thank you for choosing BDElite Ltd. to provide your Motor Legal Expenses Insurance Policy, which is underwritten by Financial & Legal Insurance Company Limited. As a BDElite customer you now have legal expenses insurance to protect you in relation to the legal disputes set out in this Policy and to provide you with other benefits. A summary of the cover provided by this Policy is shown in your Insurance Product Information Document. You are entitled to cancel your Policy with a full premium refund within 14 days of it starting, provided that there have been no claims. Please see the cancellation condition under the Conditions.

Our Agreement

This insurance is a contract between us (Financial & Legal Insurance Company Limited) and you (the person shown in the Certificate of Insurance). This is a claims made policy which means that for there to be a valid claim under the Policy, claims must be reported to us during the Period of Insurance.

We will, subject to What IS Insured, What IS NOT Insured, the Claims Settlement Provisions and Conditions of this Policy, provide you with the insurance and benefits set out in this Policy and the Insured Incidents shown as Included in the Certificate of Insurance, in respect of claims reported during the Period of Insurance shown in the Certificate of Insurance and for any subsequent period for which we may accept a renewal premium.

The Policy, Certificate of Insurance and any endorsements must be read together as one document.

Signed on our behalf

A handwritten signature in black ink, appearing to read "Nick Garner".

Nick Garner, Chief Executive Officer
Financial & Legal Insurance Company Limited

The Meaning of Words in this Policy

Each of the words or terms shall have a specific meaning which applies wherever they appear in **bold** type in this Policy.

Appointed Representative

means the claim negotiator, or the lawyer or other suitably qualified person appointed by **Us** to act on behalf of the **Insured Person** in accordance with **Our** standard terms of appointment.

Certificate of Insurance:

the document which shows details of **You** and this insurance is attached to and forms part of this Policy.

Costs and Expenses

means all necessary and reasonable:

- Fees, costs, disbursements and expenses charged by the **Appointed Representative** and agreed by **Us**.
- Opponent's costs in civil cases where the **Insured Person** is ordered to pay them or where **We** agree to pay them,

in pursuing or defending the claim including the costs of any appeal or defending an appeal, provided the **Insured Person** tells **Us** within the time limits and provided that **We** agree to the appeal.

Insured Person

means **You** and any person who is authorised by **You** and is insured to drive the **Insured Vehicle** under the motor insurance policy with which this Insurance Policy is issued, and any passenger in, on, getting into, out of or off the **Insured Vehicle**, provided that they have **Your** permission to claim under this Policy.

Insured Vehicle

means the electric vehicle or hybrid electric vehicle insured by the motor insurance policy with which this Insurance Policy is issued.

Legal Proceedings

means a legal remedy for compensation.

Reasonable Prospects

means that in respect of each claim there is always more than a 50% chance of the **Insured Person** recovering damages, defending a claim or obtaining a legal remedy. This will be assessed by **Us** or the **Appointed Representative**.

We/Us/Our

means Financial & Legal Insurance Company Limited.

You/Your

means the person or persons shown as the Policyholder in the Certificate of Insurance attached to this Policy.

What IS Insured

We will, subject to What IS NOT Insured, the Claims Settlement Provisions and Conditions of this Policy, provide the insurance in relation to the Insured Incidents shown as Included in the Certificate of Insurance and which are set out below.

Provided that:

- Reasonable Prospects** exist for the duration of the claim.
- The claim is reported to **Us**:
 - during the Period of Insurance, and
 - immediately after the **Insured Person** became aware of circumstances which may give rise to a claim.
- The **Insured Person** follows the advice provided to them by **Our** claims helpline.
- The **Insured Person** seeks and continues to follow the advice from **Our** claims helpline.
- During the course of any dispute from the date that the **Insured Person** became aware of the dispute and throughout the duration of the dispute the **Insured Person** keeps **Us** up to date with all developments and the **Insured Person** follows and continues to follow the advice from **Our** claims helpline.

We will not pay:

- In respect of any one claim and in total in any one Period of Insurance more than the relevant Limit of Liability and the annual aggregate limit shown in the Certificate of Insurance.
- The amount of any Excess shown in the Certificate of Insurance in respect of each claim.
- Any claim or incident that may lead to a claim, which the **Insured Person** knew about or ought reasonably to have known about before the start of this Policy.

Insured Incidents

1. Recovery of Losses when You are involved in a Motor Accident which is NOT Your Fault

If the **Insured Vehicle** is involved in a motor accident which is not the fault of the **Insured Person**, **We** will pay the **Costs and Expenses** in relation to the pursuit of **Legal Proceedings** against the party at fault in respect of any one claim for the recovery of losses not insured by **Your** motor insurance policy, in relation to:

- Damage to the **Insured Vehicle** and to personal property in it or properly secured on the **Insured Vehicle**.
- Pursuing a relevant local authority for damage caused to an **Insured Vehicle** on a public highway as a consequence of a pothole.
- Compensation for any death or bodily injury to the **Insured Person**.
 - Where the **Appointed Representative** can recover their costs from the at fault insurer and **Reasonable Prospects** exist, **We** will recommend an **Appointed Representative**.
 - Where costs cannot be recovered and **Reasonable Prospects** exist, BDElite will, at no cost to **You**, 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. If costs cannot be recovered **You** will not be able to recover any **Costs and Expenses** in relation to appointing your own lawyer or suitably qualified person.
- Recovery of **Your** excess under **Your** motor policy.
- The costs of hiring an alternative vehicle whilst the **Insured Vehicle** is undriveable or unusable.
- The recovery of the **Insured Person's** loss of earnings.

- g. The provision of rehabilitation, if appropriate, to enable the **Insured Person** to recover more quickly.
- h. Reasonable attendance costs if the **Insured Person** needs to attend court in relation to a claim.
- i. The recovery of any other losses incurred by the **Insured Person** and which are not insured by **Your** motor insurance policy.
- j. Making a claim to the Motor Insurers Bureau where the party at fault is uninsured or cannot be traced.

2. Defence of a Criminal Prosecution of a Motoring Offence

We will pay the **Costs and Expenses** for defending an **Insured Person's** rights relating to the defence of a criminal prosecution of a motoring offence.

Provided that there is a genuine defence to the prosecution.

We will not pay for any claim relating to a prosecution connected with parking offences, driving without insurance, drink or drugs, racing, pace making, rallying, speed testing or any other form of competition.

3. Motor Vehicle Contract Disputes

We will pay the **Costs and Expenses** for the pursuit or defence of **Legal Proceedings** relating to an agreement or alleged agreement that **You** have entered into in relation to the use or ownership of:

- a. The **Insured Vehicle**
- b. The electric charging points for the **Insured Vehicle** installed at **Your** home address where this policy is registered.

Provided that the amount in dispute exceeds the amount shown in the Certificate of Insurance.

We will not pay for any claim relating to an **Insured Person's** previous or current trade, business, occupation or profession.

4. Vehicle Cloning

We will pay the **Costs and Expenses** for defending an **Insured Person** in civil or criminal proceedings arising from the use of the **Insured Vehicle's** identity by a third party without permission.

We will not pay:

- a. Where the **Insured's Vehicle** identity has been copied by somebody living with **You**.
- b. Where **You** did not take reasonable precautions against the **Insured's Vehicle** identity being copied without **Your** permission.

5. Illegal Clamping and Towing

We will pay the **Costs and Expenses** to pursue the recovery of illegal clamping or towing fees related to an **Insured Vehicle**.

Provided that the amount in dispute exceeds the amount shown in the Certificate of Insurance.

We will not pay:

- a. For any claim relating to damage inflicted upon the clamping device.
- b. Where the clamping or towing has been carried out lawfully.

6. Unenforceable Parking Fines

We will pay the **Costs and Expenses** for pursuing an appeal to the local authority or independent adjudicator against an unenforceable parking fine.

7. Motor Insurance Database Disputes

We will pay the **Costs and Expenses** for representation of **Your** legal rights in a dispute with the police or other government agency in the event the **Insured Vehicle** is seized following a failure in the communications between **Your** insurer and the Motor Insurance Database resulting in incorrect information about **You** or the **Insured Vehicle** being recorded on the database.

8. Licence Protection

We will pay the **Costs and Expenses** in relation to representing **You** following any notice served by a licensing authority which leads to the suspending, revoking, altering the terms of or refusal to renew **Your** driver's licence.

We will not pay:

- a. Any claim relating to an original application for a drivers licence.
- b. For any claim relating to a prosecution connected with parking offences, driving without insurance, drink or drugs, racing, pace making, rallying, speed testing or any other form of competition.

What IS NOT Insured

1. Prior Claims

Any claim or incident which may lead to a claim and which the **Insured Person** knew about or ought reasonably to have known about before the start of this Policy.

2. Prior Costs and Costs and Expenses we do not Authorise

Any costs incurred before a claim is made and any **Costs and Expenses** which **We** do not authorise.

3. Dishonesty, Violence and Fraud

Any claim:

- a. Involving actual or alleged dishonesty or violence by the **Insured Person**.
- b. Or statement which is overstated, false or fraudulent.

We will have the right to refuse to pay a claim or to void this insurance from the date of the act.

4. Judicial Review, Mediation or Arbitration

Any claim directly or indirectly relating to or resulting from:

- a. A judicial review.
- b. Mediation or arbitration.

5. Bankruptcy, Liquidation or Receivership

Any claim where the **Insured Person** is bankrupt, in liquidation, has made an arrangement with his or her creditors, has entered into a Deed of Arrangement or where part or all of the **Insured Person's** affairs or properties are in the care or control of a receiver or an administrator.

6. Disqualified Drivers

Where, at the date of the Insured Incident, the **Insured Person** has never held or has been disqualified from holding or obtaining a driving licence.

7. Other Insurance

Any **Costs and Expenses** which can be recovered by an **Insured Person** under any other insurance or which would have been covered if this insurance did not exist, except for any amount in excess of that which would have been payable under such insurance(s).

8. Fines and Penalties

Fines, damages or other penalties which the **Insured Person** is ordered to pay by a court or other authority.

9. Disputes with Us

Any claim against **Us** or BDElite.

10. War Risks

Any claim arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, confiscation, requisition, terrorism or alleged acts of terrorism as set out in the Terrorism Act 2000 or damage to property by or under the authority of any government, public or local authority.

11. Radioactive Contamination and Pressure Waves

Any claim, which arises from or is directly or indirectly caused by, contributed to, by or arising from any of the following, or from any similar reaction or event:

- a. Ionising radiations or contamination by radioactivity from any nuclear fuel or 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 such assembly.
- c. Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

12. Territorial Limits

Any claim:

- a. Where the dispute is pursued outside the jurisdiction of a court or other body within the United Kingdom, the Channel Islands or the Isle of Man.
- b. Which occurs:

Outside the European Union member countries in respect of Insured Incident 1. Recovery of Losses when **You** are involved in a Motor Accident which is NOT Your Fault.

Outside the United Kingdom, the Channel Islands or the Isle of Man in respect of Insured Incident 2. Defence of a Criminal Prosecution of a Motoring Offence, Insured

Incident 3. Motor Vehicle Contract Disputes, Insured Incident 4. Vehicle Cloning, Insured Incident 5. Illegal Clamping and Towing, Insured Incident 6. Unenforceable Parking Fines, Insured Incident 7. Motor Insurance Database Disputes and Insured Incident 8. Licence Protection.

c. Where the **Insured Person** permanently lives outside the United Kingdom, the Channel Islands or the Isle of Man.

13. Proportionality

Any claim where, in **our** opinion, the value/amount in dispute is disproportionate to the time and **Costs and Expenses** involved in its pursuit.

Claim Settlement Provisions

1. Reasonable Precautions

The **Insured Person** must take all reasonable precautions to reduce or remove the risk of a claim and not take any deliberate acts, which will result in a claim.

2. When You must report a claim to Us

The **Insured Person** must tell **Us** immediately of any circumstances which may give rise to a claim.

3. Acceptance of claim

On receipt of the claim it will be assessed and dealt with by **Our** inhouse claims negotiators and, if appropriate and if **Reasonable Prospects** exist, **We** will then instruct an **Appointed Representative** to handle the claim on behalf of the **Insured Person**.

If there is a dispute as to whether **Reasonable Prospects** exist, **We** may require the **Insured Person**, at the **Insured Person's** own expense, to obtain counsel's opinion as to the merits of the case. The costs will be refunded to the **Insured Person** if counsel's opinion shows clearly that there are merits in proceeding.

4. Conduct of the Claim

(i) *We will be entitled:*

- To have direct contact with the **Appointed Representative**.
- To take over and conduct in the **Insured Person's** name any claim or **Legal Proceedings** at any time and negotiate any claim on behalf of the **Insured Person**.
- To refuse to accept a claim or continue with a claim where the **Insured Person** does not take reasonable care not to make a misrepresentation or has failed to supply relevant information and supporting evidence to **Us** or the **Appointed Representative**.

(ii) *What the Insured Person must do:*

- Provide, at the **Insured Person's** own expense, the **Appointed Representative** and **Us** with any proof, evidence, certificates and assistance as **We** may reasonably ask for in connection with the claim, including proof as to whether **Reasonable Prospects** exist.
- Co-operate fully with the **Appointed Representative** and **Us** and provide, within a reasonable time avoiding any unnecessary delays, any relevant requested information and documentation in relation to the claim.
- Take all reasonable steps to recover **Costs and Expenses** and to minimise the amount payable under this Policy.
- Take all reasonable steps to resolve disputes which otherwise may give rise to a claim.
- Notify **Us** and the **Appointed Representative** immediately of any offer to settle a claim and of any payments into court.
- Tell the **Appointed Representative** to have **Costs and Expenses** taxed, assessed, and audited at **Our** request.

(iii) *What the Insured Person must not do:*

- Withdraw from any claim or **Legal Proceedings** or withdraw instructions from **Us** or the **Appointed Representative**, without **Our** consent.
- Pursue a claim in any way against the advice or instructions from **Us** or the **Appointed Representative**.
- Incur any **Costs and Expenses** without **Our** consent or the consent of the **Appointed Representative**.
- Agree to settle any claim on any basis or reject any offer to settle a claim, without **Our** consent or the consent of the **Appointed Representative**.

We will be entitled to be reimbursed by the **Insured Person** for any **Costs and Expenses** previously agreed or paid to or on behalf of

the **Insured Person** if the **Insured Person** breaches any of the conditions in (ii) and (iii) above.

5. Payment instead of pursuing or defending a claim

At any time **We** will be entitled to pay the reasonable amount of damages claimed if in **Our** opinion this would be a more economic solution.

6. Legal Proceedings

Any **Legal Proceedings** must be dealt with in the jurisdiction of a court or tribunal in the United Kingdom, the Channel Islands or the Isle of Man.

7. Choice of Appointed Representative

If there is a conflict of interest, or if the claim is not settled by negotiation and it then becomes necessary to start court proceedings, only then will the **Insured Person** be entitled to choose their own lawyer for **Us** to instruct as the **Appointed Representative** to handle the claim.

Where **we** have agreed someone other than our nominated **Appointed Representative** may act for the **Insured Person**, **we** will not pay any sums in excess of what **we** would have paid to an **Appointed Representative** that **we** would have appointed to undertake the same work, which is currently set at an hourly rate of £125 + VAT.

Conditions

1. Observance of Terms

Anyone making a claim under this Policy must have **Your** permission and observe the terms under this Policy.

2. Cancellation

You may cancel this Policy within 14 days of its inception and the premium paid will be returned provided that there have been no claims. Thereafter **You** may cancel the Policy at any time however no refund of premium will be available. If **You** wish to cancel the Policy **You** must contact **Your** insurance adviser.

We may cancel this Policy at any time provided that **We** give **You** 7 days notice of cancellation and there is a valid reason for doing so. Valid reasons for cancellation include, but are not limited to, fraud and dishonesty. Where **We** cancel this Policy no refund of premium will be available. If **We** cancel the Policy **We** will write to **You** at **Your** address shown in **Our** records.

3. Arbitration

Any dispute or difference of any kind between **Us** and an **Insured Person** will be referred to arbitration by a single arbitrator who will be either a barrister or solicitor. If the parties are unable to agree on the appointment of an arbitrator, all parties agree to accept an arbitrator nominated by the President of the Chartered Institute of Arbitrators. The arbitrator's decision will be final and binding on all parties and the unsuccessful party shall be responsible for any costs incurred by the successful party in the arbitration proceedings as well as their own costs.

4. Assignment

This insurance is between and binding upon **Us** and **You** and their respective successors in title, but this insurance may not otherwise be assigned by **You** without **Our** prior written consent.

5. Third Party Rights

Unless stated expressly in this insurance, nothing in this insurance will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

6. Waiver

If **We** or any **Insured Person** fail to exercise or enforce any rights conferred on them by this insurance, the failure to do so will not be deemed to be a waiver of, nor will it bar the exercise or enforcement of, such rights at any subsequent time.

7. Recoveries

We reserve the right, at **Our** own expenses, to take proceedings in the name of the **Insured Person** to recover any payment made under this Policy. If an **Insured Person** recovers **Costs and Expenses** previously paid under this Policy such **Costs and Expenses** must be repaid immediately to **Us**.

8. Governing Law

This Policy is subject to the law applicable to **Your** place of residence in the United Kingdom, the Isle of Man or the Channel Islands.

Data Protection

We take your data privacy seriously. How **We** use and look after the personal information is set out below.

BDElite Limited and Financial & Legal Insurance Ltd are the Joint Data Controllers and under this section **We/Us/Our** includes BDElite Ltd.

Information may be used by **Us**, agents and service providers for the purposes of insurance administration, underwriting, claims handling or for statistical purposes. The lawful basis for the processing is that it is necessary for **Us** to process **Your** personal information to administer **Your** policy of insurance and/or handle any insurance claim **You** may submit to **Us** under this Policy. The processing of **Your** personal data may also be necessary to comply with any legal obligation **We** may have and to protect **Your** interest during the course of any claim.

What we process and share

The personal data you have provided, we have collected from you, or we have received from third parties may include your:

- Name; date of birth, residential address and address history.
- Contact details such as email address and telephone numbers.
- Financial and employment details.
- Identifiers assigned to your computer or other internet connected device including your Internet Protocol (IP) address.
- Health or criminal conviction information.
- Vehicle or household details.
- Any information which you have provided in support of your insurance claim.

We may receive information about you from the following sources:

- Your insurance broker.
- From third parties such as credit reference agencies and fraud prevention agencies.
- From insurers, witnesses, the police (in regards to incidents) and solicitors, **Appointed Representatives**.
- Directly from you.

We will not pass **Your** information to any third parties except to enable **Us** to process your claim, prevent fraud and comply with legal and regulatory requirements. In which case **We** may need to share **Your** information with the following third parties within the EU:

- Solicitors or other **Appointed Representatives**.
- Underwriters, Reinsurers, Regulators and Authorised/Statutory Bodies.
- Fraud and crime prevention agencies, including the police.
- Other suppliers carrying out a service on **Our**, or **Your** behalf.

We will not use **Your** information for marketing further products or services to **You** or pass **Your** information on to any other organisation or person for sales and marketing purposes without **Your** consent.

Data Retention

We will hold your details for up to seven years after the expiry of your policy, complaint and/or claims settlement.

Your rights

Your personal data is protected by legal rights, which include your rights to:

- object to our processing of your personal data;
- request that your personal data is erased or corrected;
- request access to your personal data and date portability;
- complain to the Information Commissioner's Office, which regulates the processing of personal data.

You can request to see what data **We** hold on **You**, there is no charge for this service.

If **You** have any questions about **Our** privacy policy or the information **We** hold about **You** please contact **Us**.

How to make a Claim

If **You** need to make a claim **You** must report the incident to BDElite. Claims can be made either by phone on the Claim Helpline number 01204 567 567, or online via www.bdelite.co.uk, or via the BDElite App available on the App Store and Play Store.

If there is a claim which is covered by the Policy BDElite will obtain the relevant details from the **Insured Person**. If the claim is reported to **Us** during the Period of Insurance and is accepted and **Reasonable Prospects** exist, the claim will be handled by **Our** specialist claims unit or **We** will instruct an **Appointed Representative** or other suitably qualified representatives to act on behalf of the **Insured Person**.

Please note that:

- Any costs incurred before a claim is made and any costs, which are not authorised will not be insured by this Policy.
- Under this Policy there must be **Reasonable Prospects** for any claim to proceed.
- If there is any conflict of interest or if court proceedings are to be issued only then will the **Insured Person** be entitled to choose their own lawyer.

How to make a Complaint

Our aim is to provide a first class standard of service at all times. If **You** feel that **You** have been let down and **You** wish to raise a complaint relating to the sale of the Policy, please contact **Your** insurance adviser.

If **You** feel that **We** have let **You** down and **You** wish to raise a complaint, please contact the BDElite Ltd. Managing Director at:

Address: BDElite Ltd, Atria, Spa Road, Bolton, BL1 4AG.
Email: customerservices@bdelite.co.uk
Telephone: 01204 567 500

Please quote **Your** certificate number in all correspondence.

Our staff will attempt to resolve **Your** complaint immediately. Where this is not possible, **We** will acknowledge **Your** complaint within 5 business days of receipt. If the complaint is not resolved within 4 weeks of receipt, **We** will write to **You** and let **You** know what further action **We** will take. **We** will aim to issue a final response letter within 8 weeks of receipt, if this is not possible **We** will write to **You** to explain. Upon receipt of the letter, if **You** remain dissatisfied **You** may if eligible refer **Your** complaint to the Financial Ombudsman Service. **You** can contact the Financial Ombudsman Service at:

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

Website: www.financial-ombudsman.org.uk
Email: complaint.info@financial-ombudsman.org.uk
Telephone: 0800 023 4567 or 0300 123 9123

The use of these facilities does not affect **Your** right to take legal action.

Under this section **We** and **Our** includes BDElite.

Financial Services Compensation Scheme

Financial & Legal Insurance Company Limited are covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If Financial & Legal Insurance Company Limited are unable to meet their obligations under this Policy an **Insured Person** may be entitled to compensation from the Compensation Scheme.

Please read your policy document carefully and keep it in a safe place.

BDElite Ltd. is registered in England, No. 7636844, Registered office: Atria, Spa Road, Bolton, BL1 4AG. Authorised and regulated by the Financial Conduct Authority for insurance distribution and claims management activities. Our firm's reference number is 797920. Our regulatory registration is recorded on the website www.fca.org.uk.

The insurance cover is underwritten by Financial & Legal Insurance Company Ltd. who are 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.