

# MOTOR EXCESS PROTECTION INSURANCE POLICY



## Motor Excess Protection

### Welcome to BDElite

Thank you for choosing BDElite Ltd. to provide your Motor Excess Protection Insurance Policy, which is underwritten by Financial & Legal Insurance Company Limited. As a BDElite customer you now have motor excess insurance to protect you in relation to the cover set out in this Policy. A summary of the cover provided by this Policy is shown in the 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). For there to be a valid claim under the Policy, claims must be reported to us no later than 31 days following the Settlement Date of your claim under your Motor Insurance Policy.

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 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

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.

#### Certificate of Insurance

The document which shows details of **You** and this insurance including **Policy Limit(s)** and forms part of this Policy.

#### Excess

means the amount **You** must pay under the terms of **Your Motor Insurance Policy** following a claim on that policy.

#### 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 Policy is issued.

#### Insured Vehicle

means a private motorised, electric or hybrid electric vehicle, or motorcycle used for social, domestic and pleasure purposes, and/or commuting to **Your** usual place of work, and/or **Personal Business Use**, insured by the **Motor Insurance Policy** with which this Policy is issued.

#### Limit of Liability

means the maximum amount **We** will pay to **You** per claim under this Policy during the **Period of Insurance** as shown in **Your Certificate of Insurance**.

#### Maximum Number of Claims

means a maximum of 1 claim in any **Period of Insurance**.

#### Motor Insurance Policy

means the insurance policy that has been issued to **You** by an authorised motor insurer for the **Insured Vehicle**.

#### Period of Insurance

means the period for which **We** have accepted the premium as shown in **Your Certificate of Insurance**.

#### Personal Business Use

means the use of the **Insured Vehicle** for Class 1 business use, covering travel to more than one place for business purposes, and Class 2 business use, which is the same as above, but also includes another named driver, like **Your** spouse, partner or a colleague if they also use the **Insured Vehicle** for business purposes.

#### Settlement Date

means the date shown on **Your** receipt as proof of payment of **Your Excess**, following a claim under **Your Motor Insurance Policy** for repairs to the **Insured Vehicle**, or, the date you received your settlement payment from **Your Motor Insurance Policy** insurer, in the event the **Insured Vehicle** is a total loss.

#### 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 Incident shown as included in the **Certificate of Insurance** and which is set out below.

Provided that:

1. The **Motor Insurance Policy** that **You** have, must be provided by an insurer licensed to write motor insurance business in the UK.
2. Any claim is reported to **Us** within 31 days following the **Settlement Date** of **Your** claim under **Your Motor Insurance Policy**.
3. The Policyholder as shown on the **Certificate of Insurance** must match the name of the individual on the **Motor Insurance Policy**.
4. The **Excess** of the **Motor Insurance Policy** has been exceeded following any claim.
5. Any claim has occurred within a country which is covered by **Your Motor Insurance Policy**.

### Insured Incident

#### 1. Excess Protection

If **You** make a claim under **Your Motor Insurance Policy** that exceeds **Your Policy Excess**, **We** will reimburse **You** the lower of, the amount of the **Excess You** paid, or the level of cover **You** purchased as shown in **Your Certificate of Insurance**, in the event of:

- A settled claim for accidental damage, fire, flood, theft or vandalism, on **Your Motor Insurance Policy** where **You** are deemed to be at fault and unable to recover **Your Excess** from a third party.

Provided that:

- a. The incident that led to the claim under **Your Motor Insurance Policy** happened during the **Period of Insurance**.
- b. The claim under **Your Motor Insurance Policy** was successful.
- c. The cost of the claim under **Your Motor Insurance Policy** was more than the amount of the **Excess**.
- d. **You** have a current valid UK driving licence or hold a full internationally recognised licence.

For settled claims where **You** are deemed partially at fault or not at fault and if **You** are unable to recover **Your Excess** from the third party within 6 months from the **Settlement Date** of **Your** claim under **Your Motor Insurance Policy** **We** will reimburse the lower of, any **Excess** payment for which **You** have been made liable, or the level of cover **You** purchased as shown in **Your Certificate of Insurance**.

If after payment from **Us**, **You** subsequently recover **Your Excess** from the third party, **You** shall reimburse **Us** the payment we made to **You**. Payment is to be made to **Us** within 14 days of **You** receiving payment from the third party.

### What IS NOT Insured

1. Any claim that **Your Motor Insurance Policy** does not pay or where the **Excess** is not exceeded.
2. Any claim on **Your Motor Insurance Policy** which occurred prior to the **Period of Insurance** of this Policy as shown in **Your Certificate of Insurance**.
3. Any claim for commercial vehicles or any vehicle used for commercial hire or reward.

4. Any claim notified to **Us** more than 31 days following the **Settlement Date** of **Your** claim under **Your Motor Insurance Policy**.
5. Any contribution or deduction from the settlement of **Your** claim against **Your Motor Insurance Policy** other than the stated policy **Excess**, for which **You** have been made liable.
6. Any claim where the **Excess** has been waived or where a third party has reimbursed **You** or made good any loss or damage in respect of which **You** have or would otherwise have claimed against **Your Motor Insurance Policy**.
7. Any liability **You** accept by agreement or contract unless **You** would have been liable anyway.
8. Any claim that is refused by **Your Motor Insurance Policy** insurers to whom **You** are claiming.
9. Any claim which has occurred within a country which is not covered by **Your Motor Insurance Policy**.
10. Any claim for windscreen, glass or keys.
11. Any claim which occurs whilst the **Insured Vehicle** is being used and/or driven on any racetrack, circuit or other prepared course.
12. Any claim which occurs whilst the **Insured Vehicle** is being driven by someone who is under 21 years of age.
13. Any claim involving actual or alleged dishonesty or fraud by the **Insured Person**, or is overstated, false or fraudulent.
14. More than one claim in any **Period of Insurance**.

## 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** as soon as reasonably possible of any circumstances which may give rise to a claim, and no later than 31 days following the **Settlement Date** of **Your** claim under **Your Motor Insurance Policy**.
3. **Acceptance of claim**  
On receipt of the claim it will be assessed and dealt with by **Our** in-house claims negotiators.
4. **Conduct of the Claim**
  - (i) **We will be entitled:**
    - To have direct contact with **Your Motor Insurance Policy** insurer.
    - 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 **Motor Insurance Policy** insurer.
  - (ii) **What the Insured Person must do:**
    - Co-operate fully with **Us** and provide **Us**, within a reasonable time and at the **Insured Person's** own expense, any relevant requested information and documentation in relation to the claim, such as, proof, evidence, certificates and assistance as **We** may reasonably ask for, including a copy of **Your Motor Insurance Policy**, and a copy of the settlement letter from **Your Motor Insurance Policy** insurer, showing the incident date, settlement figure, and the amount of **Excess** applied.
  - (iii) **What the Insured Person must not do:**
    - Pursue a claim in any way against the advice or instructions from **Us**.

**We** will be entitled to be reimbursed by the **Insured Person** for any claim 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.

## Conditions

1. **Consumer Insurance (Disclosure & Representations) Act 2012**  
**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take reasonable care to:
  - a) Supply accurate and complete answers to all the questions **We** may ask as part of **Your** application for cover under the Policy;
  - b) Make sure that all information supplied as part of **Your** application for cover is true and correct;
  - c) Tell **Us** of any changes to the answers **You** have given as soon as possible.

Failure to provide answers in line with the requirements of the Consumer Insurance (Disclosure and Representations) Act 2012 may mean that **Your** Policy is invalid and it does not operate in the event of a claim.

### 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.

### 8. Reasonable Precautions

**You** must take reasonable steps to safeguard against loss or additional exposure to loss.

### 9. Other Insurance

If **You** were covered by any other Insurance for the **Excess** payable following the incident, which resulted in a valid claim under this Policy, **We** will only pay **our** share of the claim.

### 10. Excess Exceeded

Only when the **Excess** of **Your Motor Insurance Policy** is exceeded and following the successful payment of the claim, will this Policy respond.

### 11. Policyholder Name

The policyholder as stated on the **Certificate of Insurance** document must match the name of the individual on the **Motor Insurance Policy** that has responded, and to which this Policy will respond to the amount of the **Excess**.

### 12. Misrepresentation

In the event that any misrepresentation or concealment is made by **You** or on **Your** behalf in obtaining this Insurance or in support of any claim under this Insurance this Policy may be voided and no refund of premium will be given.

### 13. Fraudulent Claims

If **You** make a claim under this Policy that is false or fraudulent in any way, the Policy is void and any claim will not be paid.

### 14. Keeping to the Terms of this Policy

**We** will only provide **You** the cover that is described in this Policy if any **Insured Person** claiming cover has met with all the terms and conditions of the Policy, as far as they apply.

### 15. 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 Company Limited 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:

1. **Your** insurance adviser.
2. From third parties such as credit reference agencies and fraud prevention agencies.
3. From insurers, witnesses, the police (in regards to incidents) and solicitors.
4. 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.
- 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 there is a claim which is covered by the Policy, BDElite will obtain the relevant details from the **Insured Person**. If the claim is accepted by **Us**, the claim will be handled by **Our** specialist claims unit.

To report **Your** claim please call BDElite on **01204 567 510**. **We** will take some initial details and then **You** will have 2 options to process **Your** claim:-

1. Via email. **We** will send **You** an email with a link to **Our** claim reporting portal, where **You** will be able to enter the necessary details and upload the documents that will be specified to **You**.
2. Via post. **We** will send **You** a claim form by post to complete and return to **Us** along with supporting documentation that will be specified to **You**.

When contacting **Us**, please quote **Your** BDElite Motor Excess Protection certificate number.

Please note that:

- a postal claim may take significantly longer to settle than a claim processed via email, especially if **We** need to write to **You** to request additional information.
- **Your** claim must be reported to BDElite within 31 days of the **Settlement Date** of **Your** claim under **Your** Motor Insurance Policy.

## 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](mailto: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 3 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](http://www.financial-ombudsman.org.uk)

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