

EMERGENCY LICENCED HIRE VEHICLE INSURANCE POLICY

- b. within 7 days of the incident which gave rise to the claim.

Welcome to BDElite

Welcome to your BDElite Emergency Licenced Hire Vehicle Insurance Policy, which is underwritten by Financial & Legal Insurance Company Limited. As a BDElite customer you now have insurance to protect you in relation to the Emergency Licenced Hire Vehicle as set out in this Policy. A summary of the cover provided by this Policy is shown in your Insurance Product Information Document (IPID).

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.

Any claims under this policy will be administered by BDElite Ltd.

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



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 is attached to and forms part of this 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 Insurance Policy is issued, provided that they have **Your** permission to claim under this Policy.

Insured Vehicle

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

Emergency Licenced Hire Vehicle

means a replacement vehicle provided by **Us** where the **Insured Vehicle** is unroadworthy or unavailable to the **Insured Person** as a result of Theft, Fire, Vandalism, Flood, or an accident which is the fault of the **Insured Person**.

Territorial Limits

means the United Kingdom.

We/Us/Our

means Financial & Legal Insurance Company Limited.

You/Your

means the person/persons or company name 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 are set out below.

Provided that:

1. The claim is reported to **Us**:
 - a. during the Period of Insurance, and



Insured Incidents

1. Emergency Licenced Hire Vehicle

If the **Insured Vehicle** is unavailable or unroadworthy following a motor accident for which the **Insured Person** is at fault, theft or attempted theft, fire or vandalism, **We** will arrange and pay for the cost of providing **You** with a replacement vehicle (or making a payment per day) as shown in the **Certificate of Insurance**, for the period during which the **Insured Vehicle** is unavailable or unroadworthy, up to a maximum of 14 days.

Provided that:

- a. The motor insurer of the **Insured Vehicle** is paying the claim.
- b. There is no courtesy vehicle available that is a suitable near equivalent to the **Insured Vehicle** or the replacement vehicle as shown in **Your Certificate of Insurance**.
- c. There is no credit hire option available.
- d. There is no other means of suitable or equivalent transport available.
- e. If stolen, the **Insured Vehicle** must be unrecovered for 48 hours before the supply of a replacement vehicle or payment per day commences and the theft must be reported to the police and a crime reference number obtained.

We will not pay:

- a. Any costs where the **Insured Person** arranges a replacement vehicle without **Our** consent.
- b. 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.
- c. 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.
- d. Any Claim where the **Insured Person** fails to report the claim to BDElite within 7 days unless there are mitigating/exceptional circumstances, which prevented the **Insured Person** from reporting the claim within 7 days.

NOTE

We will arrange and pay for the hire rental charge of the replacement vehicle and for delivery to and collection from **Your** location within the United Kingdom. **You** will be responsible for all other costs, and for handing back the vehicle when **Your** entitlement ends. If **You** do not hand back the vehicle at this time **You** will be liable for and will repay to **Us** all costs **We** incur beyond **Your** entitlement.

The replacement vehicle will be covered by an insurance policy. The **Insured Person** must be able to satisfy all the requirements of the hire rental company including meeting their insurance policy criteria and their minimum driver age, and sign and adhere to their terms and conditions.

- A. The replacement vehicle will be collected before 14 days if:
 - i) The **Insured Vehicle** is recovered and repaired; or
 - ii) 5 working days have elapsed after **You** receive a settlement cheque from the motor insurer of the **Insured Vehicle** or any third party; or
 - iii) 3 working days have elapsed after the BACS payment has been processed by the motor insurer of the **Insured Vehicle** or any third party; or
 - iv) **Your** motor insurer does not accept full liability;
 - v) **Your** motor insurer refuses **Your** claim; or
 - vi) **You** cancel **Your** claim with **Your** motor insurer.
- B. If **You** choose the payment per day:
 - i) Any payment will be made within 7 days of **Your** entitlement ending. Payment will be made by cheque or BACS payment.
 - ii) **Your** entitlement to payment will end if:
 - The **Insured Vehicle** is recovered and repaired; or

- 5 working days have elapsed after **You** receive a settlement cheque from the motor insurer of the **Insured Vehicle** or any third party; or
 - 3 working days have elapsed after the BACS payment has been processed by the motor insurer of the **Insured Vehicle** or any third party.
- iii) **We** will not make a payment per day if:
- **Your** motor insurer does not accept full liability;
 - **Your** motor insurer refuses **Your** claim; or
 - **You** cancel **Your** claim with **Your** motor insurer.

The provision of the replacement vehicle or payment by **Us** is conditional upon **You** advising BDElite as soon as practicable, and at the latest within 24 hours of:

- a. Recovery of the **Insured Vehicle**;
- b. **You** receiving an offer of settlement by the motor insurer of the **Insured Vehicle** or any third party;
- c. **You** receiving a settlement cheque or settlement by BACS from the motor insurer of the **Insured Vehicle** or any third party;
- d. **You** being offered or becoming entitled to a courtesy vehicle that is a suitable near equivalent to the **Insured Vehicle** or replacement vehicle as shown in **Your Certificate of Insurance**, from any source;
- e. Rejection of **Your** claim by the motor insurer.
- f. **You** cancel **Your** claim with **Your** motor insurer.

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. 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.

3. 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.

4. 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.

5. Fines and Penalties

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

6. Disputes with Us

Any claim against **Us**, Inshur or BDElite.

7. 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.

8. 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.

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** within 7 days of the incident gave rise to a claim.

3. Conduct of the Claim

(i) *We will be entitled:*

- 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**.

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

- Provide, at the **Insured Person's** own expense, **Us** with any proof, evidence, certificates and assistance as **We** may reasonably ask for in connection with the claim.

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

Annual Policies. **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 and Inshur may charge **You** a cancellation fee. If **You** wish to cancel the Policy **You** must contact Inshur.

30 Day Policies. **You** may cancel the Policy at any time however no refund of premium will be available and Inshur may charge **You** a cancellation fee. If **You** wish to cancel the Policy **You** must contact Inshur.

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.

Inshur UK Ltd, BDElite Ltd, and Financial & Legal Insurance Ltd are the Joint Data Controllers and under this section **We/Us/Our** includes Inshur UK Ltd and 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 data 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 by phone to the Inshur Claim Helpline on **0808 164 6545**.

Claims are administered by BDElite Ltd. 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, the claim will be handled by BDElite's specialist claims unit.

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.

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: 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.

This policy operates alongside your Motor Insurance Policy.

INSUR is a trading name of Inshur UK Limited which is Authorised and Regulated by the Financial Conduct Authority under firm reference number 916800 to carry on insurance distribution activities. Inshur UK Limited is registered in England and Wales company number 10830222. Registered office at 2nd Floor, 1 Jubilee Street, Brighton, BN1 1GE.

Claims are administered by BDElite Ltd. 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.