

This is a separate document which contains the summary of cover only, full terms and conditions can be found in the Insurance Policy. We recommend that you read both the Insurance Policy and this summary.

Type of Insurance and Cover

Should you be involved in a road traffic accident which is **NOT YOUR FAULT**, your BDElite Motor Legal Expenses Policy provides you with insurance that will pay the legal costs of pursuing a claim against the driver at fault to recover any losses incurred as a result of the accident.

Whatever compensation you receive for your losses this policy ensures that you will retain the full amount without any deduction.

For there to be a claim under the policy there must be more than a 50% chance of us recovering damages, defending a claim or obtaining a legal remedy. This is known as reasonable prospects.

In the event of an accident for which you are not at fault we will handle the claim or appoint a solicitor to handle the claim on your behalf. You will not be able to choose your own solicitor to handle the claim unless:

- There is a conflict of interest with the solicitor we choose, or
- Legal proceedings have been issued to recover your losses

If you choose your own solicitor you will be liable for the first 10% of any legal costs and expenses incurred by your own solicitor.

In addition, the policy covers you for the defence of certain Motor Criminal Prosecutions, cover for certain Motor Vehicle Contract Disputes, Vehicle Cloning, Illegal Towing and Clamping and, if chosen, provision of an Emergency Hire Vehicle in certain circumstances.

Your BDElite Motor Legal Expenses Policy operates alongside your Motor Insurance Policy.

Significant Features and Benefits

- Cover is provided only where the claim is reported to BDElite during the period of insurance and all claims must be immediately reported after an incident which may give rise to a claim. See 2 a. and b. under What IS Insured.
- For there to be a claim under the policy there must always be more than a 50% chance of recovering damages, defending a claim or obtaining a legal remedy. This is known as reasonable prospects. See 1. under What IS Insured and the definition of Reasonable Prospects under the Meaning of Words in this Policy.
- Cover is provided as shown in the table below for any one claim in respect of legal costs and expenses incurred in connection with the Insured Incidents (if chosen) shown in the table below. See the Insured Incidents under What IS Insured and the table below.
- There is a maximum amount that we will pay in respect of any one claim for each Insured Incident. See the relevant Limit of Liability in the table below.
- There is an annual aggregate limit in respect of all claims in any one Period of Insurance. See Insured Incidents and the table below.

Insured Incident	Limit of Liability	Excess	Amount in dispute
1. Recovery of Losses when you are involved in a motor accident which is NOT Your Fault.	£100,000	Nil	Not applicable
2. Defence of a Criminal Prosecution of a Motoring Offence	£100,000	£100	Not applicable
3. Motor Vehicle Contract Disputes	£100,000	Nil	£100
4. Vehicle Cloning	£100,000	Nil	£100
5. Illegal Clamping and Towing	£100,000	Nil	£100
6. Emergency Hire Vehicle (if chosen)	In the event that the Insured Vehicle is unavailable or unroadworthy following a fault accident or theft, a replacement vehicle will be provided for up to 14 days. The replacement vehicle will depend on the level of cover chosen.		
The Limit of Liability under all Insured Incidents is subject to an annual aggregate limit of £200,000 in respect of all Insured Incidents in any one Period of Insurance.			

Significant or Unusual Exclusions or Limitations

- The Insured Person must tell us immediately of any circumstances which may give rise to a claim. See Claim Settlement Provisions 2. When You must report a claim to Us.
- No cover is provided for any claim for death or bodily injury which falls below the small claims limit (applicable at the time a claim is made). See What IS NOT Insured, 1. Small Claims Limit.
- An excess applies to certain Insured Incidents. See the amount of the relevant Excess in the table above.
- Under Insured Incident 2. Defence of a Criminal Prosecution of a Motoring Offence no cover is provided 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. See b. Under Insured Incident 2. Defence of a Criminal Prosecution of a Motoring Offence.
- No cover will be provided for any claims where the Insured Person has never held or has been disqualified from holding or obtaining a driving licence. See What is Not Insured, 7. Disqualified Drivers.
- An excess of 10% applies where the Insured Person chooses their own solicitor. See 7. Choice of Appointed Representative under the Claim Settlement Provisions and d. 'We will not pay' under 'What IS Insured'.

Insurer

Your BDElite Motor Legal Expenses Policy is underwritten by Financial & Legal Insurance Company Limited, and is for the period not exceeding twelve months from the date shown on the certificate of insurance and for which you have paid or agreed to pay and we have agreed to accept a premium.

Making a claim

If you need to make a claim, the Insured Person must immediately report an incident to BDElite. Please call the claims helpline on 01204 567 567.

Cancellation rights (cooling off period)

You have the right to cancel your BDElite Motor Legal Expenses Policy within 14 days of receiving your documentation provided you have not made a claim. You should return these documents including your BDElite certificate of insurance to your insurance adviser at the address at which they conducted business with you requesting that your Policy is cancelled and that any monies paid be refunded. If you cancel your Policy after the 14 days, you will be responsible for payment of the full premium.

How to make a Complaint

Our aim is to provide a first class standard of service. If you think we have let you down, you should in the first instance write to:

The BDElite Managing Director, BDElite Ltd, Atria, Spa Road, Bolton, BL1 4AG.

If you are not satisfied with the response you may be entitled to refer your complaint to the Financial Ombudsman Service. Contact details are available on the Financial Ombudsman Service website www.financial-ombudsman.org.uk

Compensation

Financial & Legal Insurance Company Limited are covered under the Financial Services Compensation Scheme. In the event that they are unable to meet their obligations, you may be entitled to compensation.