



Assisting you every step of the way...

Welcome to BDElite

The BDElite service provides assistance in any motoring emergency. Whether you are involved in an accident, victim of vehicle theft or vandalism damage, we are available to assist you 24 hours a day, 365 days a year, irrespective of fault or insurance cover.

BDElite provides you with the following benefits*:

- Total Accident Management and Claims Assistance
- Suitable Replacement Vehicle and Credit Repair following a Non Fault Accident
- Guaranteed Courtesy Car when repairs carried out at a BDElite Approved Repairer
- Total Loss Negotiation Service
- Glass Repair and Replacement Service
- Pay on Use Breakdown Service (debit or credit card required in advance of assistance)
- Free Accident Recovery Service (within 20 miles of the accident location)
- Legal Expenses Insurance up to £100,000
 - ❗ Please note that to receive this benefit you must notify BDElite within **60 days** of any incident giving rise to a potential claim.
- Defence of a Criminal Prosecution for a Motoring Offence
 - ❗ Please note that to receive this benefit you must notify BDElite within **14 days** of receiving notice of an intended criminal prosecution for a motoring offence

*All benefits are provided in accordance with the terms of the Membership Conditions overleaf and the accompanying Policy of Insurance.

TO REPORT A NEW CLAIM

Call BDElite

24 hours a day, 365 days a year on

0844 248 9329

Better still put the claims helpline number into your mobile phone and make sure you have immediate access to help when you need it most, at the scene of the incident.

Membership Conditions

AGREEMENT

In exchange for a consideration provided by the Member or by any agent on the Member's behalf to Broker Direct Plc, Broker Direct Plc will procure the provision to the Member of the Benefits upon the terms of this Agreement.

DEFINITIONS

In this Agreement the following words and expressions shall have the following meanings:

BDElite: The agreement as described herein arranged by Broker Direct Plc.

Approved Representative: A Claims Handler, Solicitor, Counsel or other qualified lawyer appointed by BDElite under this scheme to represent the Member's interests.

Approved Repairer: A motor vehicle repairer which at any relevant time is approved by BDElite.

Approved Supplier: A supplier which at any relevant time is approved by BDElite.

Authorised Driver: Any driver who was at the time of the incident authorised by the member and insured to drive the Member's Vehicle.

Benefits: Those benefits set out under Member Benefits.

Courtesy Car: Any vehicle supplied by an Approved Repairer, free of hire charges, but subject to any prevailing Membership Conditions including a requirement for Comprehensive Motor Insurance cover.

Incident: Any incident during the Period of Membership in which the Member's Vehicle is damaged or lost as a result of accident, fire, vandalism, theft or attempted theft or flood within the United Kingdom.

Insurance Certificate: The Insurance Certificate which proves that you have paid the premium and are entitled to the benefits under this policy.

Insurers: Certain underwriters at Lloyds or other Insurance Companies authorised and regulated by the FSA.

Member: An individual person or corporate entity who has paid the appropriate Membership fee in respect of the Member's Vehicle.

Member's Vehicle: The vehicle described in the Members motor insurance policy schedule.

Non-Fault Road Traffic Accident: Any Road Traffic Accident where the Member is determined under Sections 2 & 3 to be neither wholly nor partly at fault, even if it is determined subsequently, either by a Court or other external mediator, or by negotiation, that the Member was in fact wholly or partly at fault for the accident.

Period of Membership: The period not exceeding 12 months from the date shown on the BDElite Insurance Certificate. The expiry date will be the same as that of the current certificate of motor insurance for the Member's Vehicle.

Replacement Vehicle: The vehicle provided to the Member as detailed in Section 2, provided by BDElite's Approved Supplier.

Road Traffic Accident: An accident during the Period of Membership and within the United Kingdom involving the Member's Vehicle.

United Kingdom: England, Scotland, Wales, Northern Ireland and the Isle of Wight.

Undriveable: A Member's Vehicle is Undriveable when its condition contravenes the Construction and Use Regulations or when it is deemed to be Undriveable by an appropriately qualified motor engineer or when it is normally used for a specific purpose and in BDElite's opinion it can no longer be used for that specific purpose.

MEMBER BENEFITS

Section 1 – Total Incident Management and Claims Assistance

An emergency line is available for the Member to report Incidents. Following such a call BDElite will administer motor claims on behalf of the Member and liaise with the Member's Vehicle insurers. BDElite will also provide telephone advice in completing insurance claims forms and dealing with all claims-related correspondence following an Incident.

Section 2 – Replacement Vehicle following Non-Fault Road Traffic Accident

A Replacement Vehicle which BDElite's Approved Supplier considers appropriate for the Member will be made available if the Member's Vehicle is Undriveable or being repaired due to a Non-Fault Road Traffic Accident. The Replacement Vehicle will only be provided for as long as it is reasonably required as determined by BDElite's Approved Supplier. Provision of a Replacement Vehicle under this subsection is subject to the Member or Authorised Driver not being wholly or partly at fault for the Road Traffic Accident and to 'What is Not Covered', Section 4, not applying. The question of whole or partial fault will be determined by BDElite's Approved Supplier.

Section 3 – Credit Repair following Non-Fault Road Traffic Accident

BDElite will seek to arrange on request funding of necessary and reasonable repairs to the Member's Vehicle by BDElite's Approved Supplier following a clear Non Fault Road Traffic Accident A repair under this Section is subject to the Member or Authorised Driver not being wholly or partly at fault for the Road Traffic Accident and to 'What is Not Covered', Section 4, not applying. The question of whole or partial fault will be determined by BDElite's Approved Supplier.

Section 4 – Guaranteed Courtesy Car

If arrangements are made for repairs to be completed by a BDElite Approved Repairer, BDElite will ensure that the Approved Repairer provides the member with a courtesy car whilst the Member's Vehicle is undergoing repair. A courtesy car will not be provided during any period of free vehicle storage where the Member's Vehicle is deemed to be a total loss. However an emergency hire vehicle may be available within the terms of the accompanying BDElite emergency hire vehicle insurance.

Section 5 – Total Loss Negotiation

Administration of the insurance claim and assistance with the negotiation of a settlement with the Member's Vehicle insurers where, as a result of an Incident, the Member's Vehicle is a total loss, uneconomic to repair or incapable of repair.

Section 6 – Glass Repair or Replacement Service

BDElite can assist in arranging repair or replacement of window glass. Where repair or replacement is covered by the Member's Vehicle insurance and BDElite makes the repair or replacement arrangements, it will endeavour to arrange for the Member's Vehicle insurers to be charged directly for the costs incurred. Where repair or replacement is not covered by the Member's Vehicle insurance the Member must pay all costs incurred directly to the supplier concerned.

Section 7 – Pay-On-Use Breakdown & Recovery Service

BDElite Members will have access to a roadside assistance and recovery service. The service provider will only provide the service if the Member is able to pay immediately by debit or credit card. The Member will need to state the location and condition of the vehicle as well as where it needs to be recovered to.

Rates applicable at the time assistance is required will be payable by the Member.

The Member will receive a receipt for all charges debited. The Member will be liable for all costs incurred and therefore must provide as much information as possible to ensure the correct service is provided through the first call out. The service provider cannot be held responsible for any unforeseeable additional charges.

Section 8 – Free Accident Recovery Service

Where a Member's Vehicle is Undriveable as a result of an Incident, BDElite will arrange for recovery of the Member's Vehicle and any passengers up to the manufacturer's recommended vehicle capacity accompanying the Member or his Authorised Driver at the time of the Incident to any one location within a 20 mile radius of the incident location in the United Kingdom. Additional passengers will be advised to make alternative arrangements.

Any onward recovery or additional storage charges will be the responsibility of the Member. The Approved Supplier may decide to repair the Member's Vehicle rather than recover it. The Approved Suppliers decision on all operational matters is final.

If the Member's Vehicle is insured for third party cover only and is not readily accessible for recovery, then the Member will be responsible for any additional winching charges or specialist off-road recovery. In the event that you require recovery in excess of 20 miles from the incident location, you will be responsible for any excess mileage charges.

If the Member's Vehicle is insured for comprehensive cover and is not readily accessible for recovery then the Member will be responsible for any additional winching charges or specialist off-road recovery or excess mileage charges if recovery in excess of 20 miles was provided. Additional winching charges or specialist off-road recovery will apply should the Member decide not to proceed with a claim or the claim be deemed invalid.

Should the originating Incident be deemed a clear Non-Fault Road Traffic Accident, then the Member may be able to recover their costs under their accompanying BDElite Legal Expenses insurance.

WHAT IS NOT COVERED

- Any vehicle hire charges or repair costs not authorised in advance by BDElite.
- Any claim if:
 - at the time of the Incident the Member's Vehicle did not comply with the applicable law of construction and use or was being operated without all or any licences required by law; or
 - at the time of the Incident the Member did not have valid insurance or a valid vehicle test certificate for the Member's Vehicle or the Member or his Authorised Driver (if applicable) did not have a valid driving licence; or
 - the Incident occurs outside the United Kingdom; or
 - the Incident arises from the use of the Member's Vehicle in a sporting event; or
 - the Member is domiciled outside the United Kingdom; or
 - at the time of the incident the Member did not have valid BDElite membership.
- A Replacement Vehicle will not be provided if the Member fails to meet current Insurance Underwriters' requirements.
- If the driver alleged to be at fault did not have valid motor insurance or cannot be identified or traced, the Member will not be entitled to a Replacement Vehicle under Section 2 or Credit Repair under Section 3. However an emergency hire vehicle may be available within the terms of the accompanying BDElite emergency hire vehicle insurance.
- Any claim where the Member's Motor Vehicle insurers repudiate the insurance policy or refuse indemnity.
- Any claim in respect of a criminal prosecution or wilful misconduct arising out of the use by the Member or the Authorised Driver of the Member's Vehicle.
- Any damages, interest, fines or other penalties levied or ordered against the Member or the Authorised Driver.
- Any claim where the Member or the Authorised Driver (if applicable) fails to discharge his responsibility to provide full and frank disclosure of all material facts to BDElite or the Approved Supplier or the Approved Representative.
- Any claim where the Member or the Authorised Driver (if applicable) fails to comply with the Conditions of Cover.
- Any claim where it becomes clear that the Member or Authorised Driver is not insured to drive the Member's Vehicle or was unfit to drive due to drugs or alcohol.
- Any charge imposed by an Approved Repairer in respect of a Courtesy Car provided, where mileage exceeds their specified limit.
- Free Vehicle Recovery will not be available if the Member's Vehicle exceeds (including any load carried) the following gross vehicle weight and dimensions: 3500 kg, length 7m, height 3m,

width 2.25m; or if it is dangerous or illegal to load or transport the Member's Vehicle.

CONDITIONS OF COVER

- The Member hereby agrees to or to procure that the Authorised Driver shall:
 - return the Replacement Vehicle without delay when instructed to do so by BDElite or by any Approved Supplier acting on BDElite's behalf;
 - allow his name to be used in any Court proceedings issued in order to recover the costs of the Benefits provided and incurred by BDElite or the Approved Supplier under this Agreement;
 - co-operate fully, satisfactorily and in good time to any request from the Approved Representative for information, assistance or commitment to proceed with the prosecution of the claim;
 - if required to do so, attend court to give evidence in support of his claim;
 - settle any costs incurred by the Approved Supplier or the Approved Representative if the Member withdraws their claim without the prior consent of the Approved Supplier or the Approved Representative once Court proceedings have been initiated.

Non-Disclosure and Misleading Statements

The Member owes BDElite a duty to disclose all material facts in respect of any defect in his physical or mental health which may affect his ability to drive safely. If it becomes apparent that the Member or the Authorised Driver has at any stage, either not fully disclosed any material fact or misled Insurers, BDElite, the Approved Supplier or the Approved Representative in relation to any Incident or any matter relating there to or any aspect of any Benefit claimed hereunder, BDElite reserves the right on behalf of the Insurers to terminate cover under the Agreement with immediate effect. If BDElite terminates this Agreement under this provision the Member will become liable to BDElite and Insurers for all costs incurred by them and the Approved Supplier and the Approved Representative in connection with the claim of the Member or the Authorised Driver up to and including the date of termination.

Jurisdiction and Applicable Law

This Agreement is governed by English law and the parties to this Agreement submit to the exclusive jurisdiction of the English Courts.

Entire Agreement Waiver and Third Parties

The terms of this Agreement contain the entire understanding between Broker Direct Plc and BDElite and the Insurers and the Member and no addition to or alteration of the terms shall be valid unless made in writing and signed by a duly authorised officer of Broker Direct Plc. The Member acknowledges that he has not entered into this Agreement on the basis of any warranty or representation made by or on behalf of Broker Direct Plc or BDElite or the Insurers which is not contained in the written terms of this Agreement. This clause shall not limit or exclude any liability for fraud. The failure by BDElite or the Insurers to enforce any term of this Agreement shall not be construed as a waiver of its rights hereunder. No person other than the Member and (where specifically stated in this Agreement) the Authorised Driver, shall be entitled to any rights, entitlements, claims or benefits under this Agreement. Accordingly, save as aforesaid, no person shall derive any benefit or have any right, entitlement, or claim in relation to this agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

The failure by BDElite or the Insurers to enforce any term of this Agreement shall not be construed as a waiver of its rights hereunder.

No person other than the Member and (where specifically stated in this Agreement) the Authorised Driver, shall be entitled to any rights, entitlements, claims or benefits under this Agreement. Accordingly, save as aforesaid, no person shall derive any benefit or have any right, entitlement, or claim in relation to this agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

Several Liability Notice

The subscribing Insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

Complaints

Our aim is to provide a first class service at all times. In the event of being dissatisfied by any aspect of the Member benefits, the Member should address the complaint to: The BDElite Manager, BDElite, Broker Direct Plc, Spa Road, Bolton, BL1 4AG.

Authorisation

Broker Direct Plc is authorised and regulated by the Financial Services Authority No: 307607 and in respect of regulated Claims Management activities by the Ministry of Justice No. CR2306.

RIGHT TO UPDATE TERMS AND CONDITIONS

Broker Direct Plc reserves the right to revise and/or update the terms and conditions of membership from time to time.

Roy Green

Chief Executive Broker Direct Plc