

Motor Claims Assistance

Here when you need us, 24 hours a day, 365 days a year

To report a new motor claim, call the
Saffron Motor Claims Assistance Helpline on

0344 412 2416

or via the Saffron Motor Claims Assistance App available
on the App Store or Play Store

Thank you for choosing Saffron Insurance to insure your motor vehicle. In addition to the cover provided by your motor insurance policy, you are entitled to Membership of the Saffron Motor Claims Assistance service and the Benefits as detailed in sections 1 to 12 below.

The benefits are administered on behalf of Saffron Insurance by BDElite Ltd, one of the country's leading providers of motor claims management services.

This agreement sets out the terms and conditions upon which these additional benefits would be provided.

IMPORTANT. We want you to receive the maximum value from the benefits of membership so please report a new claim to the Saffron Motor Claims Assistance Helpline or via the App, as soon as possible after an incident.

DEFINITIONS

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

Agreement: The **Agreement** as described herein arranged by Saffron Insurance in conjunction with BDElite Ltd.

Approved Representative: A Claims Handler, Solicitor, Counsel or other Qualified Lawyer appointed by BDElite 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.

Benefit(s): Those benefits set out under the **BENEFITS** section of this Agreement.

Courtesy Car: Any vehicle supplied by an Approved Repairer, free of hire charges, but subject to any prevailing Terms and Conditions including a requirement for comprehensive motor insurance cover.

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

Member: Means the person(s) shown as the Policyholder in the motor insurance policy schedule issued by Saffron Insurance and any person who is authorised by the **Member** and is appropriately insured to drive the **Member's Vehicle**.

Member(s) Vehicle: The vehicle described in the **Member's** motor insurance policy schedule issued by Saffron Insurance.

Road Traffic Accident which is NOT Your Fault: Any Road Traffic Accident where the **Member** is determined under Sections 2 & 3 to be not 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.

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

Road Traffic Accident: An accident 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.

BENEFITS

1 – 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.

In the event of a fault claim, if the **Member** chooses to use their insurer approved repairer or a repairer of their own choice, BDElite will put the **Member** in touch with the claims department of the insurer of the **Member's Vehicle**, who will assist the **Member** with progressing their claim.

If the **Member** chooses to use the BDElite **Approved Repairer**, BDElite will manage the claim with the **Member's** insurer throughout the repair process.

BDElite will also provide telephone advice in completing insurance claims forms and dealing with all claims-related correspondence following an Incident.

2 – Replacement Credit Hire Vehicle following a Road Traffic Accident which is NOT Your Fault

A **Replacement Credit Hire Vehicle** which BDElite's **Approved Supplier** considers suitable to the needs of the **Member** will be made available if the **Member Vehicle** is **Undriveable** or being repaired due to a **Road Traffic Accident** which is not the fault of a **Member**.

The **Replacement Credit Hire Vehicle** will only be provided for as long as it is reasonably required as determined by BDElite's **Approved Supplier**. Provision of a **Replacement Credit Hire Vehicle** is subject to the **Member** being deemed to be not at fault for the **Road Traffic Accident**.

The question of fault will be determined by BDElite's **Approved Supplier**. The BDElite **Approved Supplier** will recover the costs of the **Replacement Credit Hire Vehicle** on your behalf from the party at fault.

3 – Credit Repair following a Road Traffic Accident which is NOT Your Fault

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 **Road Traffic Accident** which is not the fault of the **Member**.

Where credit repair is provided the **Member** will not have to pay their policy excess and the claim should be noted on their insurance as for information only, protecting the **Member's** no claim bonus.

Provision of credit repair is subject to the **Member** being deemed to be not at fault for the **Road Traffic Accident**. The question of fault will be determined by BDElite's **Approved Supplier**.

The BDElite **Approved Supplier** will recover the credit repair costs on the **Member's** behalf from the party at fault.

4. Personal Injury Compensation

In the event a **Member** is involved in a **Road Traffic Accident** which is not their fault and wish to claim compensation for injuries suffered, BDElite can appoint an **Appointed Representative** to process the **Member's** claim against the party at fault.

The **Member** would need to enter into an agreement, commonly known as No Win, No Fee, with the **Appointed Representative** which allows the **Appointed Representative** to deduct 25% of the **Member's** damages as their success fee.

5. Uninsured Loss Recovery

In the event a **Member** is involved in a **Road Traffic Accident** that is not their fault, the **Member** may have losses that are not covered by their motor insurance policy. These are called Uninsured Losses and can include.

- any policy excess
- any loss of earnings they suffer
- transport costs they incur as a result of being without their vehicle (car or van hire, bus fares, taxi fares)
- personal items damaged in the accident.

Motor Insurers usually allow you to keep your no claims discount if you are able to claim back these losses.

In the event the **Member** has such losses, BDElite will process the **Member's** claim against the party at fault.

6 – 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 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 replacement hire vehicle may be available within the terms of emergency replacement hire vehicle benefit.

7 – Total Loss Negotiation

BDElite will administer the insurance claim and assist 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.

8 – Glass Repair or Replacement Service

BDElite can assist in arranging repair or replacement of window glass where it is covered by the **Member's Vehicle** insurance and BDElite makes the repair or replacement arrangements.

BDElite 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.

9 – Pay-On-Use Breakdown & Recovery Service

Member's 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 Insured Person. 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 at the first call out.

The service provider cannot be held responsible for any unforeseeable additional charges.

10 – Free Accident Recovery Service

Where the **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** 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 **Incident** be deemed a **Road Traffic Accident** which is not the **Member's** fault, then the **Member** may be able to recover their costs under the Uninsured Loss Recovery benefit.

11 – Misfuel Assistance

In the event a **Member** inserts incorrect fuel into the **Member's Vehicle**.

BDElite will:

- a) Drain and flush the fuel tank on site using a specialist contractor.
- b) Replenish the fuel tank with 10 litres of the correct fuel.

BDElite will not pay for;

- a) Fuel in addition to the 10 litres of correct fuel to replenish the fuel tank after draining and flushing out the contaminated fuel.
- b) Any costs resulting from a claim involving foreign matter entering the fuel system except diesel or petroleum.

12 – Emergency Replacement Hire Vehicle

If the **Member's Vehicle** is unavailable as it has been deemed an unroadworthy total loss or stolen and not recovered, it is likely the **Member's** motor insurance policy will not provide a courtesy vehicle in these circumstances.

To ensure the **Member** remains mobile, BDElite will arrange and pay for the cost of providing the **Member** with a 1.0l small hatchback replacement vehicle for the period during which the **Member's Vehicle** is unavailable or unroadworthy, up to a maximum of 14 days.

Provided that:

- a. The motor insurer of the **Member's Vehicle** is paying the claim.
- b. There is no courtesy vehicle available that is a suitable near equivalent to the **Member's Vehicle** or the 1.0l small hatchback replacement vehicle.
- c. There is no credit hire option available.
- d. There is no other means of suitable or equivalent transport available.
- e. If stolen, the **Member's Vehicle** must be unrecovered for 48 hours before the supply of a replacement vehicle and the theft must be reported to the police and a crime reference number obtained.

BDElite will not pay:

- a. Any costs where the **Member** arranges a replacement vehicle without BDElite's consent.
- b. Any claim where a courtesy vehicle that is a suitable near equivalent to the **Member's Vehicle** or the 1.0l small hatchback replacement vehicle would have been available.
- c. Any claim where the **Member** is offered or becomes entitled to a courtesy vehicle that is a suitable near equivalent to the **Member's Vehicle** or the 1.0l small hatchback replacement vehicle, from any source.
- d. Any Claim where the **Member** fails to report the claim to BDElite within 7 days unless there are mitigating or exceptional circumstances, which prevented the **Member** from reporting the claim within 7 days.

NOTE

BDElite will arrange and pay for the hire rental charge of the replacement vehicle and for delivery to and collection from the **Member's** location within the United Kingdom. The **Member** will be responsible for all other costs, and for handing back the vehicle when their entitlement ends. If the **Member** does not hand back the vehicle at this time, they will be liable for and will repay to BDElite all costs they incur beyond their entitlement.

The replacement vehicle will be covered by an insurance policy. The **Member** 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.

The replacement vehicle will be collected before 14 days if:

- i. The **Member's Vehicle** is recovered and repaired; or
- ii. 5 working days have elapsed after the **Member** receives a settlement cheque from the motor insurer of the **Member's 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 **Member's Vehicle** or any third party; or
- iv. the motor insurer refuses the **Member's** claim; or
- v. The **Member** cancels their claim with their motor insurer.

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

- a. Recovery of the **Member's Vehicle**.
- b. The **Member** receiving an offer of settlement by the motor insurer of the **Member's Vehicle** or any third party.
- c. The **Member** receiving a settlement cheque from the motor insurer of the **Member's Vehicle** or any third party.
- d. The **Member** being offered or becoming entitled to a courtesy vehicle that is a suitable near equivalent to the **Member's Vehicle** or replacement vehicle, from any source.
- e. Rejection of the **Member's** claim by the motor insurer.
- f. The **Member** cancelling their claim with their motor insurer.

GENERAL EXCLUSIONS

1. Any vehicle hire charges or repair costs not authorised in advance by BDElite.
2. Any Benefit if:
 - i) at the time of the **Incident** the **Member** 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
 - ii) 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** did not have a valid driving licence; or
 - iii) the **Incident** occurs outside the United Kingdom; or
 - iv) the **Incident** arises from the use of the Member Vehicle in a sporting event; or
 - v) the **Member** is domiciled outside the United Kingdom; or
 - vi) the date of the incident is outside the period of insurance of the BDElite policy.
3. A **Replacement Credit Hire Vehicle** will not be provided if the **Member** fails to meet current Insurance Underwriters requirements.
4. 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 Credit Hire Vehicle** under Section 2 or Credit Repair under Section 3. However an emergency replacement hire vehicle may be available within the terms of the emergency replacement hire vehicle section.

5. Any **Benefit** where the **Member's Vehicle** insurers repudiate the insurance policy or refuse indemnity.
6. Any **Benefit** in respect of a criminal prosecution or wilful misconduct arising out of the use by the **Member** of the **Member's Vehicle**.
7. Any damages, interest, fines or other penalties levied or ordered against the **Member**.
8. Any **Benefit** where the **Member** fails to discharge their responsibility to provide full and frank disclosure of all material facts to BDElite or the **Approved Supplier** or the **Approved Representative**.
9. Any **Benefit** where the **Member** fails to comply with the conditions of their motor insurance policy cover.
10. Any **Benefit** where it becomes clear that the **Member** is not insured to drive the **Member Vehicle** or was unfit to drive due to drugs or alcohol.
11. Any charge imposed by an **Approved Repairer** in respect of a **Courtesy Car** provided, where mileage exceeds their specified limit.
12. Free vehicle recovery will not be available if the **Member 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 Vehicle**.

GENERAL CONDITIONS

1. The **Member** hereby agrees to:
 - i) return the **Replacement Credit Hire Vehicle** without delay when instructed to do so by BDElite or by any **Approved Supplier** acting on BDElite's behalf;
 - ii) allow their name to be used in any court proceedings issued in order to recover any costs incurred in the provision of **Benefits** by BDElite or the **Approved Supplier** under this **Agreement**;
 - iii) 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;
 - iv) if required to do so, attend court to give evidence in support of the **Member's** claim;
 - v) 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.

DUTY OF CARE

The **Member** is under a duty to take reasonable care not to make misrepresentations. Please take reasonable care to answer all the questions honestly and to the best of your knowledge. If you don't your access to one or all of the Benefits may be withdrawn. If BDElite withdraws access to **Benefits** under this **Agreement** the **Member** may become liable to BDElite, the **Approved Supplier** and/or the **Approved Representative** for all relevant costs incurred by them.

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 BDElite 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 BDElite. 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 BDElite 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 to enforce any term of this **Agreement** shall not be construed as a waiver of its rights hereunder. No person other than the **Member** 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.

COMPLAINTS

Our aim is to provide a first-class service at all times. In the event of being dissatisfied by any aspect of the **Benefits** or our service, the **Member** should address the complaint to: The BDElite Managing Director at:

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

Please quote your BDElite claim ref number in all correspondence.

DATA PROTECTION

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

BDElite Limited is the Data Controller.

Information may be used by BDElite, agents and service providers for the purposes of administration, claims handling or for statistical purposes. The lawful basis for the processing is that it is necessary for BDElite to process a **Member's** personal information to provide **Member's** with BDElite's claims management service.

The processing of a **Member's** personal data may also be necessary to comply with any legal obligation BDElite may have and to protect the **Member's** interest during the course of any claim.

What BDElite 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.

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BDElite may receive information about you from the following sources:

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

BDElite will not pass a **Member's** 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 BDElite may need to share your information with the following third parties within the EU:

- Solicitors or other **Appointed Representatives**.
- Insurers, Regulators and Authorised/Statutory Bodies.
- Fraud and crime prevention agencies, including the police.
- Other suppliers carrying out a service on BDElite's, or your behalf.

BDElite will not use a **Member's** information for marketing further products or services to the **Member** or pass a **Member's** information on to any other organisation or person for sales and marketing purposes without the **Member's** consent.

Data Retention

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

Your rights

The **Member's** personal data is protected by legal rights, which include the right to:

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

AUTHORISATION

Saffron Insurance is a trading name of Hugh J. Boswell Ltd. Authorised and regulated by the Financial Conduct Authority (reference 310932). Registered in England No 318993. Registered Office: Carrow Hill, Norwich, Norfolk, United Kingdom, NR1 2AH.

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.

IMPORTANT

We want you to receive the maximum value from the benefits of membership,
so please report a new claim to the
Saffron Motor Claims Assistance Helpline
or via the App,
as soon as possible after an incident.