



## Motor Legal Expenses Insurance

This insurance is a contract between **you** and the **Insurers**, Financial & Legal Insurance Company Limited (registered in England under Company no 03034220 and by the Financial Services Authority under no 202915). The **Insurers** will indemnify the **Insured Persons** subject to the terms, conditions, clauses and exclusions of this insurance during the **Period of Insurance**.

This insurance has been effected with and is signed on behalf of Financial & Legal Insurance Company Limited.

**N. Garner, Group Managing Director,  
MSL Legal Expenses Limited.**

## CLAIM AND HELPLINE SERVICE

0800 040 7772

If an **Insured Person** wishes to discuss any matter that may lead to a claim, please ring **our** dedicated freephone helpline quoting **your** certificate number.

**We** will initially deal with a potential claim through the helpline service where **our** trained staff will help with fast and friendly advice, make arrangements and, where necessary, put the **Insured Person** in touch with a member of **our** panel of professional advisers. After the claim is accepted, **we** may refer the matter to a suitably qualified and experienced professional person for advice and suggested appropriate further action.

Claims should be made as soon as possible and confirmed in writing, to MSL Legal Expenses Limited at the following address:

**MSL Legal Expenses Limited, No.1 Lakeside, Cheadle Royal Business Park,  
Cheadle, Cheshire, SK8 3GW  
Fax: 0845 074 3303**

Once details of the claim have been received by **us** and **we** have accepted the claim in writing, **we** will supply, the name(s) of one or more solicitors or other suitably qualified and experienced persons from **our** panel to act on the **Insured Person's** behalf.

### DEFINITIONS

Each of the words or phrases listed below will have the same meaning wherever they appear in **bold** in this insurance.

#### Authorised Driver

Any person insured by the **Motor Policy** who is authorised by **you** to drive the **Insured Vehicle**.

#### Collective Conditional Fee Agreement

Means the separate agreement between the **Insurer** and the **Nominated Representative** for paying his or her professional fees which is an enforceable **Conditional Fee Agreement** within the meaning of section 58, 58A, Courts and Legal Services Act 1990, the format and contents of which have been agreed to by **us** before it is entered into.

#### Conditional Fee Agreement

Means the separate agreement between the **Insured** and the **Nominated Representative** for paying his or her professional fees which is an enforceable **Conditional Fee Agreement** within the meaning of section 58, 58A, Courts and Legal Services Act 1990, such agreement only to be in the form provided by the **Insurer**.

#### Date of Occurrence

The date of one or more events arising at the same time or from the same cause which give rise to a claim under this insurance.

#### Insurance Certificate

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

#### Insured Person

The **Certificate Holder**, any **Authorised Driver**, any passenger in, on, getting into, out of or off the **Insured Vehicle** and, where applicable, the legal personal representatives of any of them.

#### Insured Vehicle

Any motor vehicle insured by the **Motor Policy** including any attached trailer or caravan.

#### Insurer/their/them/they

Financial & Legal Insurance Company Limited, No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW.

#### Legal Expenses

The legal fees, costs, disbursements and other professional charges in connection with **Legal Proceedings** which **MSL** has agreed to fund:

- i) Reasonably and necessarily incurred by the **Nominated Representative**
- ii) Incurred by other parties, in civil cases if an **Insured Person** has been ordered to pay them or pays them with the prior agreement of **MSL**.

#### Legal Proceedings

The pursuit of civil legal disputes and proceedings within the jurisdiction of a court or other body in the **Territorial Limits** including defending a counterclaim and appealing or defending an appeal against judgement and excluding correspondence by way of pre action protocol or any mediation or any other alternative dispute procedure, within the jurisdiction of a court or other body in the **Territorial Limits**.

#### Motor Policy

The motor insurance policy with which this insurance is issued.

#### MSL/we/us/our

MSL Legal Expenses Limited, No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW which manages this insurance on behalf of the **Insurers**.

#### Nominated Representative

A solicitor, claims negotiator or other suitably qualified person appointed in accordance with the terms of this insurance. In regards to claims in respect of death or bodily injury, the **Nominated Representative** must have signed either a **Collective Conditional Fee Agreement** or a **Conditional Fee Agreement** with the **Insurer**.

#### Period of Insurance

The period not exceeding twelve months from the date shown on the **Insurance Certificate** and for which **you** have paid or agreed to pay and **we** have agreed to accept a premium. The expiry date of this period will be the same as that of the current certificate of motor insurance issued in conjunction with the **Motor Policy**.

#### Territorial Limits

The United Kingdom and any other territories for which cover is expressly provided under the **Motor Policy**.

#### United Kingdom

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

#### You/your/Certificate Holder

The person(s) named in the **Motor Policy** and the **Insurance Certificate** as the policyholder or insured.

### THE COVER

#### Part 1

**We** will pay up to £100,000 on any one claim for the recovery of uninsured losses resulting from an incident involving an **Insured Vehicle** in the **Territorial Limits** which causes:

- a) Damage to the **Insured Vehicle** and to personal property in it or on it
- b) Death or bodily injury to an **Insured Person**

Including, where applicable, **Legal Expenses** arising from **Legal Proceedings** brought by an **Insured Person** and provided that the **Date of Occurrence** is within the **Period of Insurance**.

#### Part 2

**We** will pay hire and/or repair charges authorised by **MSL** incurred by the **Insured Person** resulting from an incident involving an **Insured Vehicle** *provided that*:

- i) The **Date of Occurrence** is within the **Period of Insurance**
- ii) In **our** opinion the incident was not the fault of the **Insured Person**
- iii) The **Insured Person** has not been successful in recovering the **MSL** authorised hire and repair charges from the owner(s) or driver(s) that in **our** opinion were responsible for the incident
- iv) **We** authorised the hire and repair in writing to the **Insured Person** prior to the hire and repair charges being incurred.

#### Part 3

**We** will pay up to £1,000 on any one claim and in the aggregate towards **Legal Expenses** incurred with **our** prior written consent on behalf of an **Insured Person** in the defence of a criminal prosecution of a motoring offence *provided that*:

- i) The **Date of Occurrence** (which for this purpose will be the date when the motoring offence occurred or is alleged to have occurred) is within the **Period of Insurance**
- ii) No more than two claims will be covered in any one **Period of Insurance**, not taking into account any claim(s) rejected by **MSL**
- iii) The **Insured Person** will pay the first £100 of each and every claim which will be included within the applicable limit of £1,000 in the aggregate

- iv) **We**, in **our** absolute discretion, are satisfied that there is a genuine defence to the prosecution and there are reasonable prospects of successfully defending the case
- v) There will be no coverage under this part of this section in respect of any **Legal Expenses** directly or indirectly arising out of prosecutions relating to parking offences, driving without insurance, driving whilst under the influence of drink or drugs, racing, pace-making, rallying, speed testing or any other sort of competition.

#### Part 4

In consideration of the premium having been paid, the **Certificate Holder** named on the **Insurance Certificate** is entitled to the following benefit:

The provision of an appropriate vehicle in the event of a fault accident, theft\* or attempted theft\* fire or vandalism for a period not exceeding 30 days. No more than two separate claims will be accepted within the **Period of Insurance**.

\* Evidence will be required regarding the security of the vehicle and confirmation that the motor insurer is providing indemnity.

#### Part 5

**We** will pay for an assessment and if recommended and agreed as a result of that assessment, for up to a maximum of three sessions of rehabilitation physiotherapy subject to that treatment leading to the probability of a faster return to work.

It is a condition precedent to liability under this section that the assessment must be undertaken by an assessment centre approved by **us** and any physiotherapy supplied by a practitioner approved by **our** assessment centre.

## CONDITIONS AND CLAUSES

### 1 Your responsibilities

- i) **You** must observe and comply with the terms and conditions of this insurance and of the **Motor Policy**
- ii) All **Insured Persons** must:
  - a) observe the terms and conditions and exclusions of this insurance
  - b) take all reasonable steps to try to prevent any incident that may give rise to a claim
  - c) take all reasonable steps to minimise the amount payable under this insurance
  - d) take all reasonable steps to resolve any dispute that may otherwise give rise to a claim, by way of negotiation, mediation or any other available alternative dispute resolution procedure.

### 2 Reporting and acceptance of a claim

**MSL** should, as soon as possible, but within 14 days of the **Insured Person** receiving notice of an intended criminal prosecution for a motoring offence and otherwise no later than 60 days after the **Date of Occurrence** be notified in writing of any potential claim including any written or other evidence. **You** will be required to provide the names of any possible witnesses and details, produced at **your** own expense, of any costs incurred prior to **MSL** accepting the claim, including any action already taken.

### 3 Acceptance of a claim and right to refuse indemnity

The **Insurers** or **MSL** on **their** behalf are entitled to refuse to accept a claim or to continue to indemnify an **Insured Person** where:

- i) In **our** or **their** opinion,
  - a) the **Certificate Holder** and/or any other **Insured Person** has not disclosed any material information to **MSL** or to the **Insurers**
  - b) The **Certificate Holder** and/or the **Insured Person** has failed to provide **MSL** or the **Nominated Representative** with any relevant information and/or supporting evidence
- ii) In the opinion of the **Nominated Representative**, there do not or no longer exist reasonable grounds for believing that the **Legal Proceedings** have a reasonable prospect of success, and where applicable, that there are reasonable prospects of recovery from the other party
- iii) In **our** or **their** opinion, after having taken advice from **our** or **their** own advisers (who are not the **Nominated Representative**) or counsel, there do not or no longer exist reasonable grounds for believing that the **Legal Proceedings** have a reasonable prospect of success, and where applicable, that there are reasonable prospects of recovery from the other party
- iv) **We** may, at any time, require **you** to obtain at **your** own expense an opinion from counsel as to the merits of **Legal Proceedings**. Payment will be made under this insurance, subject to the limit applicable to the claim, to include the cost of obtaining the opinion only if counsel's opinion clearly demonstrates that there are reasonable grounds for pursuit or defence of the **Legal Proceedings**
- v) If the **Insurers** or **MSL** on **their** behalf refuse to accept a claim or to continue to indemnify an **Insured Person**, **they** or **we** will give the reason(s) in writing to the **Certificate Holder** and the **Insured Person**
- vi) In all cases, the onus will be on **you** to demonstrate to the **Nominated Representative**, or to **our** own advisers or counsel (as appropriate) that such reasonable grounds as referred to above exist. **Your** cost of investigation and other expenses relating to **your** seeking to prove that such reasonable grounds do exist are not covered under this insurance.

### 4 Legal Representation

- i) Before **MSL** accept a claim, **we** will tell **you** the name and address of **our** nominated **Nominated Representative**. That person will not become the **Nominated Representative** until **MSL** confirm in writing that **they** have accepted the claim
- ii) If **MSL** agree to the commencement of **Legal Proceedings** then an **Insured Person** has the right to nominate a **Nominated Representative**. This must be done by sending **MSL** the name and address prior to the commencement of any **Legal Proceedings**
- iii) When a **Nominated Representative** is appointed **MSL** will send them a copy of their terms of appointment which must be accepted by the **Nominated Representative** before commencing any work for **you**. In regards to claims in respect of death or bodily injury, the **Nominated Representative** must have signed either a **Collective Conditional Fee Agreement** or a **Conditional Fee Agreement** with the **Insurer**

- iv) If **MSL** and an **Insured Person** do not agree about the choice of the **Nominated Representative**, both parties may agree in writing to choose a second suitably qualified person to decide the matter
- v) The **Insured Person** will always have regard to Condition 1 ii) c) both in relation to the nomination of a **Nominated Representative** and in relation to the conduct of the **Legal Proceedings**
- vi) This Condition 4 also applies where a conflict of interest arises during **Legal Proceedings** or arises from the handling of a claim and the appointment of a replacement **Nominated Representative** is required.

### 5 Control of the Claim

- i) All information, evidence and documents relating to the **Legal Proceedings** must be provided, at the **Insured Person's** own expense, to the **Nominated Representative** when requested and the **Insured Person** must meet with the **Nominated Representative** when requested
- ii) The **Insured Person** must keep the **Nominated Representative** regularly informed of all developments and co-operate fully in all respects
- iii) **MSL** must have direct access to the **Nominated Representative** at all times

We may obtain information about **you** from credit reference agencies, fraud prevention agencies and others to check **your** credit status and identity. The agencies will record **our** enquiries, which may be seen by other companies who make their own credit enquiries. We will check **your** details with fraud prevention agencies. If **you** provide false or inaccurate information and we suspect fraud, we will record this.

We and other organisations may use these records to:

1. Help make decisions on legal expense insurance proposals and insurance claims, for **you** and members of **your** household
2. Trace debtors, recover debt, prevent fraud, and manage **your** insurance policies
3. Check **your** identity to prevent money laundering, unless **you** furnish us with satisfactory proof of identity.

This may involve the transfer of **your** information to countries which do not have Data Protection laws.

Under Data Protection legislation, **you** can ask us in writing for a copy of certain personal records held about **you**. A charge may be made for this service.

We and other companies in the **Financial & Legal Group** may use **your** details to:

1. Send **you** information about other products and services that may interest **you**
2. Carry out research.

We may contact **you** by letter, e-mail or phone. If **you** would prefer not to receive marketing information or take part in research, simply tell **us** when **you** call next.

We will not make **your** personal details available to any companies outside the **Financial & Legal Group** to use for their own marketing purposes.

### 13 Financial Services Compensation Scheme

**MSL** (and the **Insurers**) are covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If **MSL** and the **Insurers** are unable to meet **their** obligations under the Keystart Policy an **Insured Person** may be entitled to compensation from the Compensation Scheme.

## EXCLUSIONS

This insurance does not cover any claim:

### 1 Motor Policy Inoperative

Where, at the **Date of Occurrence**:

- i) The **Insurers** are entitled to repudiate, have repudiated or have refused indemnity under the **Motor Policy**
- ii) Any **Insured Person** other than the **Certificate Holder** is driving under the 'driving other cars', 'driving other vehicles' or any similar extension to any motor insurance other than the **Motor Policy**.

### 2 Disqualified drivers

Where, at the **Date of Occurrence**, the **Insured Person** who is the **Authorised Driver** has never held or has been disqualified from holding or obtaining a driving licence.

### 3 Contracts

Relating to a contract involving the **Insured Vehicle**.

### 4 Deliberate, dishonest, violent or criminal acts

- i) Relating to:
  - a) a cause of action intentionally brought about by an **Insured Person**
  - b) an **Insured Person's** alleged dishonesty, violent behaviour or other criminal act
- ii) If the claim is dishonest or exaggerated in any way; if this happens, we will also cancel all cover immediately.

### 5 Legal Expenses not agreed

**Legal Expenses** incurred:

- i) Before **MSL** agrees to pay them on the **Insurers** behalf
- ii) Where the **Certificate Holder** and/or **Insured Person**:
  - a) pursues or defends a case without the agreement of **MSL** or in a different manner to or against the advice of the **Nominated Representative**
  - b) fails to give proper instructions in due time to **MSL**, to the **Nominated Representative** or to counsel or other persons instructed by the **Nominated Representative**
- iii) Where the **Nominated Representative** refuses to act on behalf of the **Insured Person** for any reason other than a conflict of interest when Condition 4 vi) will apply
- iv) In respect of witnesses, experts or agents interviewed, engaged or called as witness without the prior written approval of **MSL**
- v) Prior to issue of formal **Legal Proceedings**, which does not include correspondence by way of pre action protocol or any mediation or other alternative dispute resolution procedure.

### 6 Delay and prejudicial acts

Where an **Insured Person** acts in a manner which is prejudicial to the case, including being responsible for any unreasonable delay, withdrawing instructions from the **Nominated Representative** or withdrawing from the case.

### 7 Other insurances

For **Legal Expenses** which can be recovered by an **Insured Person** under any other insurance or which would have been covered if this insurance did not exist *except* for any amount in excess of that which would have been payable under the insurance(s).

### 8 Fines and penalties

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

### 9 Disagreement

Relating to a dispute with **us** or the **Insurer** other than over the choice of **Nominated Representative** or arising from the handling of a claim as provided for under Condition 8.

### 10 Bankruptcy

When the **Insured Person** is bankrupt, in liquidation, has made an arrangement with his or her creditors, has entered into a Deed of Arrangement or part or all of the **Insured Persons** affairs or property are in the care or control of a receiver or an administrator.

### 11 War Risks

For **Legal Expenses** 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 or damage to property by or under the authority of any government, public or local authority.

### 12 Radioactive Contamination and Pressure Waves

**Legal Expenses** arising from any expense, loss of any income, legal liability or any loss or damage, to property directly or indirectly caused by, contributed to, by or arising from any of the following, or from any similar reaction or event:

- i) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly
- iii) Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

## COMPLAINTS PROCEDURE

**Our** aim is to provide a first class standard of service at all times. If **you** think **we** have let **you** down, please contact **us** or **your** usual insurance adviser who will try to help **you**. Quoting **your** certificate number will assist **us** in dealing with the problem more quickly. If **you** are not satisfied with the outcome, please write to The Compliance Manager, MSL Legal Expenses Limited, No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GW.

If, after taking this action **you** are still unhappy, **you** may write to The Compliance Manager, Financial & Legal Insurance Company Limited, No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GW.

If **you** are not satisfied with the response of **Financial & Legal Insurance Company Limited** **you** may be entitled to refer **your** complaint to the Financial Ombudsman Service at:

Financial Ombudsman Service (FOS)  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The use of these facilities does not affect **your** right to take legal action.

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

### **Type of Insurance and Cover**

Your Motor Legal Expenses Policy provides cover to enable you to bring legal proceedings to recover any losses you incur following an incident for which you are not to blame. The policy operates alongside your Motor Insurance Policy.

### **Significant Features and Benefits**

- Covers up to £100,000 for any 1 claim for the recovery of uninsured losses resulting from an incident involving an insured vehicle
- The costs of hire and or repair charges resulting from an incident involving the insured vehicle
- Covers up to £1,000 for any 1 claim towards legal expenses incurred in the defence of a criminal prosecution of a motoring offence
- If you pay an additional premium, cover can be extended to meet the cost of providing an alternative vehicle for up to 30 days in the event of a fault accident, theft or damage by fire or vandalism
- Covers up to 3 sessions of rehabilitation physiotherapy subject to the treatment leading to a faster return to work
- Full claims management service

### **Policy Reference**

The Cover - Part 1  
The Cover - Part 2  
The Cover - Part 3  
The Cover - Part 4  
The Cover - Part 5

### **Significant or Unusual Exclusions or Limitations**

- You must notify MSL within 14 days of receiving notice of an intended criminal prosecution for a motoring offence
- You must notify MSL within 60 days of any incident giving rise to a potential claim
- You must pay the first £100 of each and every claim in the defence of a criminal prosecution of a motoring offence, which will be included within the applicable limit amount of £1,000 in the aggregate
- No more than two claims can be made during the period of insurance for 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

### **Policy Reference**

Conditions and Clauses - 2  
Conditions and Clauses - 2  
The Cover - Part 3, iii)  
The Cover - Part 3, ii)  
Exclusions - 2

### **Insurer**

Your Motor Legal Expenses Policy is underwritten by Financial and Legal Insurance Company Limited, and is for the duration of 12 months.

### **Right to Cancel**

You have the right to cancel your Motor Legal Expenses Policy within 14 days of receiving your certificate of insurance. You should return your certificate of insurance to your broker or agent at the address at which they conducted business with you. The cover will be cancelled from the date that you posted your request.

If you cancel your policy after the 14 days, you will be responsible for payment of the agreed premium.

### **How to make a Claim**

If you need to make a claim on your Motor Legal Expenses Policy, please telephone MSL on 0800 040 7772 or confirm in writing to: MSL Legal Expenses Limited, No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW

### **How to make a Complaint**

If you wish to make a complaint in connection with your Motor Legal Expenses Policy, please write to: The Compliance Manager, MSL Legal Expenses Limited, No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW

If you are not satisfied with the response from MSL, you may refer your complaint to the Financial Ombudsman Service (FOS).

### **Compensation Scheme**

MSL Legal Expenses Limited and Financial and 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.