

Welcome to MSL

Thank you for choosing MSL Legal Expenses Limited to provide your Motor Premier Legal Expenses Insurance Policy, which is underwritten by Financial & Legal Insurance Company Limited. As an MSL customer you now have legal expenses insurance to protect you in relation to the legal disputes set out in this Policy and to provide you with other benefits.

A summary of the cover provided by this Policy is shown in your Insurance Product Information Document (IPID). You are entitled to cancel your Policy with a full premium refund within 14 days of it starting, provided that there have been no claims. Please see the cancellation condition under the Conditions.

Our Agreement

This insurance is a contract between us (MSL Legal Expenses 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.

We will, subject to What IS Insured and 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 during the Period of Insurance.

The Policy, Certificate of Insurance and any endorsements must be read together as one document.

Signed on our behalf



Nick Garner, Chief Executive Officer
MSL Legal Expenses 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.

We/Us/Our

means MSL Legal Expenses Limited.

You/Your

means the person shown as the Policyholder in the Certificate of Insurance attached to this Policy.

Insured Vehicle

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

Insured Person

means:

- a. **You**
- b. Any person whose first and last name is shown in the motor insurance policy with which this Insurance Policy is issued.
- c. Any domestic partner or any family member permanently living with **You** provided that they have **Your** permission to claim under this Policy.

Appointed Representative

means the claim negotiator or the lawyer or other suitably qualified person appointed by **Us** to act on behalf of the **Insured Person**, in accordance with **Our** standard terms of appointment.

Costs and Expenses

means all necessary and reasonable:

- (i) Fees, costs, disbursements and expenses charged by the **Appointed Representative** and agreed by **Us**
- (ii) Opponents costs in civil cases where the **Insured Person** is ordered to pay them or where **We** agree to pay them in pursuing the claim including the costs of any appeal or defending an appeal, provided the **Insured Person** tells **Us** within the time limits and provided that **We** agree to the appeal.

Legal Proceedings

means a legal remedy for compensation.

Reasonable Prospects

means that in respect of each claim there is always more than a 50% chance of the **Insured Person** recovering damages, defending a claim or prosecution or obtaining a legal remedy. This will be assessed by **Us** or the **Appointed Representative**.

Territorial Limits

means

- a. the United Kingdom, the Channel Islands and the Isle of Man, the European Union countries including Switzerland, Norway, in respect of Insured Incident 1 under What IS Insured, and
- b. the United Kingdom, the Channel Islands and the Isle of Man under Insured Incidents 2, 3 and 4 under What IS Insured.

Small Claim(s)

means any claim for death or bodily injury which **We** determine would be below the value of the small claims limit (applicable at the time of the claim being made) in the small claims court procedure in the County Court for England and Wales or Northern Ireland or the Sheriff's Court in Scotland.

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 Incidents shown as included in the Certificate of Insurance and which are set out below.

Provided that:

1. **Reasonable Prospects** exist for the duration of the claim.
2. The claim is reported to **Us**
 - a. During the Period of Insurance, and
 - b. Immediately after the **Insured Person** became aware of circumstances which may give rise to a claim.
3. The **Insured Person** follows the advice provided to them by **Our** Claims and Helpline Service.
4. The **Insured Person** seeks and continues to follow the advice from **Our** Claims and Helpline Service.

5. During the course of any dispute from the date that the **Insured Person** became aware of the dispute and throughout the duration of the dispute the **Insured Person** keeps **Us** up to date with all developments and the **Insured Person** follows and continues to follow the advice from **Our** Claims and Helpline Service.

We will not pay:

- a. In respect of any one claim and in total in any one Period of Insurance more than the relevant Limit of Liability and the annual aggregate limit shown in the Certificate of Insurance.
- b. The amount of any Excess shown in the Certificate of Insurance in respect of each claim.
- c. 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.

Insured Incidents

1. Recovery of Losses when an Insured Person is involved in a motor accident which is NOT the Insured Person's Fault

If the **Insured Vehicle** is involved in a motor accident which is not the fault of the **Insured Person**, **We** will pay the **Costs and Expenses** in relation to the pursuit of **Legal Proceedings** against the party at fault in respect of any one claim for the recovery of losses not insured by **Your** motor insurance policy with which this Insurance Policy is issued, in relation to:

Part A

- Damage to the **Insured Vehicle** and to personal property in it or properly secured on the **Insured Vehicle**.
- Compensation for any death or bodily injury to the **Insured Person** which is not a **Small Claim**.
- Recovery of **Your** excess under **Your** motor insurance policy with which this Insurance Policy is issued.
- The costs of hiring an alternative vehicle whilst the **Insured Vehicle** is undriveable, unroadworthy, being repaired or otherwise unavailable.
- The recovery of the **Insured Person's** loss of earnings.
- The provision of rehabilitation, if appropriate, to enable the **Insured Person** to recover more quickly.
- Reasonable attendance costs if the **Insured Person** needs to attend court in relation to a claim.
- The recovery of any other losses incurred by the **Insured Person** which are not insured by **Your** motor insurance policy with which this Insurance Policy is issued.

Part B

Compensation for any death or bodily injury to the **Insured Person** which is a **Small Claim**. Where the **Insured Person** does not recover compensation for any death or bodily injury arising from **Legal Proceedings**, any Excess shown in the Certificate of Insurance will not be applicable to the claim.

2. Defence of a Criminal Prosecution of a Motoring Offence

We will pay the **Costs and Expenses** for defending an **Insured Person's** rights relating to the defence of a criminal prosecution of a motoring offence in relation to an offence involving the **Insured Vehicle**.

Provided that there is a genuine defence to the prosecution.

We will not pay:

- a. More than two claims in any one Period of Insurance.
- b. For any claim in relation to a plea in mitigation.
- c. 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.

3. Vehicle Cloning

We will pay the **Costs and Expenses** for defending **You** in civil or criminal proceedings arising from the use of the **Insured's Vehicle** identity by a third party without permission.

Provided that the amount in dispute exceeds the amount shown in the Certificate of Insurance.

We will not pay:

- a. Where the **Insured Vehicle's** identity has been copied by somebody living with **You**.
- b. Where **You** did not take reasonable precautions against the **Insured Vehicle's** identity being copied without **Your** permission.

4. Illegal Clamping and Towing

We will pay the **Costs and Expenses** to pursue the recovery of illegal clamping or towing fees related to the **Insured Vehicle**.

Provided that the amount in dispute exceeds the amount shown in the Certificate of Insurance.

We will not pay:

- a. For any claim relating to damage inflicted upon the clamping device.
- b. Where the clamping or towing has been carried out lawfully.

5. Replacement Vehicle Hire - if an Insured Person is involved in a motor accident which is their fault or if the Insured Vehicle is undriveable or unroadworthy as a result of Theft, Fire, Vandalism, Storm or Flood

If the **Insured Vehicle** is undriveable, unroadworthy, being repaired or otherwise unavailable following:

- a. A motor accident for which the **Insured Person** is at fault,
- b. Theft, fire, vandalism, storm or flood for which there is a claim under the motor policy with which this Insurance Policy is issued.

We will provide **You** with a replacement vehicle for the period the **Insured Vehicle** is undriveable or unroadworthy, up to the maximum number of days shown in **Your** Certificate of Insurance.

The replacement vehicle will be a suitable near equivalent vehicle to the **Insured Vehicle**.

Provided that:

1. The motor insurer of the **Insured Vehicle** is paying the motor insurance claim;
2. If stolen, the **Insured Vehicle** must be unrecovered for the number of hours shown in the Certificate of Insurance before the supply of a **Replacement Vehicle** and the theft must be reported to the Police and a crime reference number obtained.

We will not pay:

- a. In any one Period of Insurance more than the maximum number of claims shown in the Certificate of Insurance.
- b. Any costs incurred where **You** arrange a replacement vehicle without **Our** consent.
- c. Any claim where only glass or the windscreen is damaged.

We will organise and pay for the hire rental 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 **Replacement Vehicle** when **Your** entitlement ends. If **You** do not hand back the **Replacement Vehicle** at this time **You** will be liable for all costs incurred and will repay **Us** all costs **We** incur as a result.

The **Replacement Vehicle** will be covered by a motor insurance policy issued by the hire rental company. **You** must be able to satisfy all the requirements of the hire rental company including meeting their insurance policy criteria, their minimum driver age, and **You** must sign and adhere to their terms and conditions.

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. **Prior Costs and Costs and Expenses we do not Authorise**
Any costs incurred before a claim is made and any **Costs and Expenses** which **We** do not authorise.
3. **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.
4. **Judicial Review, Mediation or Arbitration**
Any claim directly or indirectly relating to or resulting from:
 - a. A judicial review.
 - b. Mediation or arbitration.
5. **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.

6. 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.

7. Other Insurance

Any **Costs and 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 such insurance(s).

8. Fines and Penalties

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

9. Disputes with Us

Any claim against **Us**, Financial & Legal Insurance Company Limited or any company or subsidiary of the Drive Further collection of companies including MSL Legal Expenses Limited and MSL Vehicle Solutions Limited.

10. 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.

11. 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** immediately of any circumstances which may give rise to a claim.

3. Acceptance of claim

On receipt of the claim it will be assessed and dealt with by **Our** in house claims negotiators and, if appropriate and if **Reasonable Prospects** exist, **We** will then instruct an **Appointed Representative** to handle the claim on behalf of the **Insured Person**.

If there is a dispute as to whether **Reasonable Prospects** exist, **We** may require the **Insured Person**, at the **Insured Person's** own expense, to obtain Counsel's opinion as to the merits of the case. The costs will be refunded to the **Insured Person** if Counsel's opinion shows clearly that there are merits in proceeding.

4. Conduct of the Claim

(i) **We will be entitled:**

- To have direct contact with the **Appointed Representative**.
- To take over and conduct in the **Insured Person's** name any claim or **Legal Proceedings** at any time and negotiate any claim on behalf of the **Insured Person**.
- 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** or the **Appointed Representative**.

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

- Provide, at the **Insured Person's** own expense, the **Appointed Representative** and **Us** with any proof, evidence, certificates and assistance as **We** may reasonably ask for in connection with the claim, including proof as to whether **Reasonable Prospects** exist.
- Cooperate fully with the **Appointed Representative** and **Us** and provide, within a reasonable time and avoiding any unnecessary delays, any relevant requested information and documentation in relation to the claim.
- Take all reasonable steps to recover **Costs and Expenses** and to minimise the amount payable under this Policy.
- Take all reasonable steps to resolve disputes that otherwise may give rise to a claim.
- Notify **Us** and the **Appointed Representative** immediately of any offer to settle a claim and of any payments into court.
- Tell the **Appointed Representative** to have **Costs and Expenses** taxed, assessed and audited at **Our** request.

(iii) **What the Insured Person must not do:**

- Withdraw from any claim or **Legal Proceedings** or withdraw instructions from **Us** or the **Appointed Representative**, without **Our** consent.
- Pursue a claim in any way against the advice or instructions from **Us** or the **Appointed Representative**.
- Incur any **Costs and Expenses** without **Our** consent or the consent of the **Appointed Representative**.
- Agree to settle any claim on any basis or reject any offer to settle a claim without **Our** consent or the consent of the **Appointed Representative**.

We will be entitled to be reimbursed by the **Insured Person** for any **Costs and Expenses** previously agreed or paid to or on behalf of the **Insured Person** if the **Insured Person** breaches any of the conditions in (ii) and (iii) above.

5. Payment instead of pursuing or defending a claim

At any time **We** will be entitled to pay the reasonable amount of damages claimed if in **Our** opinion this would be a more economic solution.

6. Legal Proceedings

Any **Legal Proceedings** must be dealt with in the jurisdiction of a Court or tribunal in the United Kingdom, the Channel Islands or the Isle of Man.

7. Choice of Appointed Representative

If there is a conflict of interest, or if the claim is not settled by negotiation and it then becomes necessary to start court proceedings, only then will the **Insured Person** be entitled to choose their own lawyer for **Us** to instruct as the **Appointed Representative** to handle the claim.

Where **we** have agreed someone other than our nominated **Appointed Representative** may act for the **Insured Person**, **we** will not pay any sums in excess of what **we** would have paid to an **Appointed Representative** that **we** would have appointed to undertake the same work,

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

You may cancel this Policy within 14 days of its inception without any premium charge provided that there have been no claims. Thereafter **You** may cancel the Policy at any time however no refund of premium will be available. If **You** cancel the Policy **You** must contact **Your** insurance adviser.

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, dishonesty and any outstanding amount due from **You** in relation to any other claim under the Policy.

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 relevant national Law Society. 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. New Rules

If during the Period of Insurance, any changes should be made (whether issued or implemented by any relevant authority or otherwise) to applicable rules, laws, legislation judgements, regulations, directives, guidance, codes of conduct, recommendations or requirements or any other rules, instruments and provisions in force from time to time which alter or affect (or may alter or affect) in any way the legal costs regime to **Our** or **Your** material detriment, **We** reserve the right to amend this Policy to deal appropriately (fairly to both **You** and **Us**) with such changes. In those circumstances **We** will issue an endorsement to this Policy notifying **You** within 21 days of the proposed changes by sending to **You** details of those changes to **Your** last known address. **You** will, however, be free to accept or reject those changes in line with the procedure set out in the endorsement.

6. Third Party Rights

Unless expressly stated in this insurance, nothing in this insurance will create any rights in favour of any person pursuant to the Contracts (Right of Third Parties) Act 1999.

7. 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, nor will it bar the exercise or enforcement of such rights at any subsequent time.

8. Recoveries

We reserve the right, at **Our** own expense, 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 immediately repaid to **Us**.

9. 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 act as the Data Controller. How **We** use and look after the personal information is set out below.

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 enable the performance of the insurance contract, 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 and Helpline Service 0161 822 0922

If **You** need to contact **Us** or need to make a claim **You** can call **Us** on the above number, email **Us** at newclaims@msl.co.uk or write to MSL Legal Expenses Limited, No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW.

If the claim is accepted and **Reasonable Prospects** exist, the claim will be handled by **Our** specialist claims unit or **We** will instruct an **Appointed Representative** to act on behalf of the **Insured Person**.

Please note that:

- Any costs incurred before a claim is made and any costs which **We** do not authorise are not insured by this Policy.
- Under this Policy there must be **Reasonable Prospects** for any claim to proceed.
- If there is any conflict of interest or if court proceedings are to be issued only then will the **Insured Person** be entitled to choose their own lawyer.

Financial Services Compensation Scheme

MSL Legal Expenses Limited and 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 they are unable to meet their obligations under this Policy an **Insured Person** may be entitled to compensation from the Compensation Scheme.

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 about the sale of this Policy, please contact **Your** insurance adviser.

If **You** feel that **We** have let **You** down and **You** wish to raise a complaint, please contact **Us** by telephone on 0161 492 5812, by email to complaints@financialandlegal.co.uk or in writing to MSL Legal Expenses Limited, No. 1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GW. Please quote the certificate number on **Your** Certificate of Insurance on all correspondence.

Our staff will attempt to resolve **Your** complaint within 3 business days of receipt and a summary resolution communication letter will be sent to you. Where this is not possible, **We** will acknowledge **Your** complaint promptly. 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. A final response letter will be issued within 8 weeks of receipt.

If, upon receipt of **Our** letter in response to **Your** complaint **You** remain dissatisfied, **You** may refer **Your**

complaint to the Financial Ombudsman Service. **You** can contact the Financial Ombudsman Service at: Exchange Tower, London, E14 9SR.

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

Please read your policy document carefully and keep it in a safe place

The insurance provided by this policy is underwritten by Financial & Legal Insurance Company Limited authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under no 202915. Registered in England under Company No. 03034220.

MSL Legal Expenses Limited, Registered Office: No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW. Registered in England No. 2210857. MSL Legal Expenses Limited is authorised and regulated by the Financial Conduct Authority under No. 311676.

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