

## POLICY SUMMARY - KEYSTART EXCEL PLUS

This document contains a summary of the provisions of the KeyStart Excel Plus Motor Legal Expenses Policy

### 1 What is this document about?

This Policy Summary is only a summary and does not contain the full terms and conditions of the insurance contract into which you will be entering. The full terms and conditions can be found in the Certificate of Insurance which will be issued to you if you decide to take up a KeyStart Excel Plus Policy. **You should read that document carefully immediately upon receipt of it** and, if you have any queries you should raise them at once with your insurance broker or MSL Legal Expenses Limited.

### 2 Who is the Insurer under the Policy?

Your Insurance Policy contract will be made with Financial & Legal Insurance Company Limited (Registered in England under Company No: 03034220) ("F&L") and by the Financial Services Authority under number 202915 and whose registered office and business address is set out in paragraph 9 of this Policy Summary whose associated company, MSL Legal Expenses Limited ("MSL"), will act as F&L's administrative agent and manager in connection with your Policy of Insurance.

### 3 What kind of policy is KeyStart Excel Plus?

Your KeyStart Excel Plus Policy is basically a "Motor Legal Expenses Policy" providing cover to enable you to bring legal proceedings (and to defend any counterclaim made against you) to recover losses sustained by you in an incident involving the insured vehicle for which you are not to blame and which are not covered by the motor insurance policy which you are by law required to have in place in respect of the car you are driving ("your Motor Insurance Policy"). Your KeyStart Excel Plus Policy operates alongside your Motor Insurance Policy.

### 4 What are the main features of the cover provided?

Your KeyStart Excel Plus Policy, subject to the points made in paragraph 5 below, will give you the following cover and benefits in respect of incidents occurring during the "Period of Cover" (as explained in paragraph 6 below):

- up to £100,000 of legal costs and expenses (incurred by you or awarded against you by a court where there has been a counterclaim to your claim) in connection with a claim against the other

person(s) involved in the incident (Part 1 of the section headed "The Cover" on the front of your certificate);

- the costs of hire of a replacement vehicle and of repairs (to the extent that you do not recover these as part of your claim against the other party involved in the incident) to your vehicle following an incident for which we agree that you were not to blame and where MSL has authorised the hire and repair work. (Part 2 of the section headed "The Cover" on the front of your Certificate);
  - up to £1,000 towards legal costs and expenses incurred by you in defending a prosecution for a motoring offence (other than a parking offence or an offence relating to driving without insurance) provided that MSL is satisfied that there is a genuine defence to the prosecution (Part 3 of the section headed "The Cover" on the front of your Certificate);
  - If you have paid the cost of providing an alternative vehicle for up to 28 days in the event of a "fault" accident, the theft of your vehicle or its damage by fire or vandalism (in the case of theft MSL will need to be satisfied that your Motor Insurance Policy is being honoured by the insurer under it) (Part 4 of the section headed "The Cover" on the front of your certificate);
  - for a nominal additional premium MSL will offer a claims management service as part of your KeyStart Excel Plus Policy.
- 5 **Are there any limitations on, and/or exclusions of, the cover provided?**

**(Note: This paragraph merely highlights some of the terms of your KeyStart Excel Plus Policy Certificate which limit the cover conferred by it; you should read your Certificate of Insurance for details. References to the relevant sections and clauses of that Certificate are given as appropriate in this paragraph 5.)**

In order to obtain the benefits of your KeyStart Excel Plus policy:

- you must notify MSL within 60 days of any incident giving rise to a potential claim and within 14 days of your receiving a notice of intended prosecution (see Condition 2 on the back of your Certificate);
- **MSL will only accept a claim (and/or continue cover) under your KeyStart Excel Plus Policy if it (and F&L) is satisfied that there are**

**reasonable grounds in law (with reasonable prospects of success) for bringing the claim. If you do not agree with our decision on this you have the right to obtain at your cost an opinion from counsel as to the merits of the proposed claim. If that opinion clearly states that there are reasonable grounds for pursuing the claim and MSL accepts it, the fees paid by you for that opinion will be met under your KeyStart Excel Plus Policy (see Condition 3 on the back of your Certificate.)**

- you and MSL must agree upon the lawyer who shall act for you in connection with the claim (the “appointed representative”) and you must co-operate with him/her in the handling of your claim (see Condition 4 and 5 and Exclusions 6 and 7 on the back of your Certificate;)
- your KeyStart Excel Plus Policy will NOT give you any cover:
  - if you are not insured under a Motor Insurance Policy or your insurer under that policy is, at the time of the event giving rise to a potential claim, entitled to repudiate that policy (see Exclusion 1 on the back of your Certificate;)
  - if you (or the authorised driver of your vehicle) do not hold a valid driving licence at the time of the event giving rise to the claim (see Exclusion 2 on the back of your Certificate;)
  - for legal expenses incurred before MSL has agreed to pay them on your behalf (see Exclusion 5 on the back of your Certificate;)
  - if the appointed representative refuses to act for you (other than by reason of a conflict of interest on the representatives part) (see Exclusion 5(iii) on the back of your Certificate;)
  - for fines, damages or other penalties which you are ordered to pay by a court (see Exclusion 8 on the back of your Certificate;)
  - if you have other insurance cover which entitles you to recover legal expenses (except for the amount of any excess which you are required to pay under such other insurance (see Exclusion 7 on the back of your Certificate.)

In connection with a claim for the costs of defending a prosecution for a motoring offence:

- you will be responsible for the first £100 of the costs incurred by the appointed representative (see Part 3 of the section headed “The Cover” on the front of your Certificate;)
- no more than two claims will be covered in any period of insurance (not counting claims which MSL refuses to fund (see Part 3 of the section headed “The Cover” on the front of your Certificate.)

## 6 When will I be “covered”?

Your cover under your KeyStart Excel Plus Policy

will commence upon the date when MSL has agreed to accept your premium and that date will be shown on the front of the Certificate of Insurance given to you. The cover under the policy will expire twelve months thereafter or, if earlier, the date upon which your Motor Insurance Policy, in force at the date of commencement of KeyStart Excel Plus cover, expires.

## 7 Can I cancel the Policy?

You have a right to cancel your KeyStart Excel Plus Policy **within 14 days of the date upon which you receive your Certificate of Insurance**. You should notify your broker in writing and enclose the Certificate of Insurance if you wish to cancel your KeyStart Excel Plus Policy. Your cover will cease from the day you deliver or post your notice of cancellation. If you do not give notice of cancellation within the 14 day period you will be responsible for payment of the agreed premium.

Any notice of cancellation should be sent to your broker at the address at which it conducts its business with you.

## 8 How do I make a claim?

If you have a claim, you must make it as soon as possible (and, in any event, within the time limits mentioned in paragraph 5 above) either by telephone (confirmed in writing) to MSL on 0800 040 7772 and your written communication should be addressed to MSL Legal Expenses Limited, No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW.

## 9 How do I raise a complaint?

If you wish to register a complaint in connection with the policy, please contact MSL in writing:

c/o The Compliance Manager, MSL Legal Expenses Limited, No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW; or

by telephone: 0870 7554488; or

by fax: 0870 7554485

If you are not satisfied with the outcome of MSL’s response, you may refer the complaint in writing to the Managing Director, Financial & Legal Insurance Company Limited, No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW.

If the complaint can still not be settled, you may be entitled to refer it to the Financial Ombudsman Service.

## 10 Will I be protected by the Financial Services Compensation Scheme?

MSL (and F&L) are covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the “Compensation Scheme”). If MSL and F&L are unable to meet their obligations under the KeyStart Excel Plus Policy you may be entitled to compensation from the Compensation Scheme.