



Replacement Vehicle Policy

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.

If **you** wish 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 **you** 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**

**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**.

**Date of Occurrence**

The date of one or more **Insured 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 Event**

Loss of use of the **Insured Vehicle** as a result of theft, being taken without consent or being declared a **Write Off**.

**Insured Person**

The **Certificate Holder** and any **Authorised Driver**.

**Insured Vehicle**

A private motor vehicle insured by the **Motor Policy** issued with this policy and as specified in the **Insurance Certificate**.

**Insurer/their/them/they**

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

**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**.

**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**.

**Replacement Vehicle**

A hire vehicle supplied by **us** arising from an **Insured Event**, which is of the same category as the **Insured Vehicle**.

**Territorial Limits**

The **United Kingdom**.

**United Kingdom**

England, Scotland, Wales.

**Write Off**

A damaged motor vehicle which, in the opinion of an independent motor engineer acceptable to the insurer, is not repairable or one which would cost more to repair than the motor vehicle was worth before the damage occurred.

**You/your/Certificate Holder**

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

**THE COVER**

**We** will provide the **Certificate Holder** with a **Replacement Vehicle** following the occurrence of an **Insured Event** within the **Territorial Limits** and during the **Period of Insurance**. This will be for a period up to and not exceeding 14 days per each **Insured Event** and subject to a maximum limit of 4 claims in any one **Period of Insurance**, provided that:

**You** notify **MSL** as soon as is possible but no later than within 24 hours of:

- i) **you** being offered or becoming entitled to any courtesy vehicle, of any vehicle category from any source
- ii) recovery of the **Insured Vehicle**
- iii) **you** receiving an offer of settlement by the insurer of **your Motor Policy** or any third party
- iv) **you** receive a settlement cheque from **your** motor insurer or any third party
- v) the insurers of the **Motor Policy** repudiating or refusing indemnity under the **Motor Policy**.

The **Replacement Vehicle** will be collected before 14 days if:

- a) the **Certificate Holder** disputes a settlement offer which in the opinion of the **Insurer** is fair and reasonable.
- b) the **Insured Vehicle** is recovered and repaired
- c) 7 working days have elapsed after **you** receive a settlement cheque from the insurer of the **Motor Policy** or any third party
- d) **you** are offered or entitled to the use of any courtesy vehicle, of any vehicle category from any other source
- e) where the insurers have repudiated or have refused indemnity under the **Motor Policy**

**We** will organise and pay for the hire rental charge 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. All **Insured Persons** must be able to satisfy all the requirements of the hire rental company including meeting their insurance policy criteria, their minimum driver age, and they must sign and adhere to their terms and conditions.

The **Certificate Holder** may, at their discretion and with the agreement of the hire rental company, pay additional charges to extend the hire beyond 14 days. Such extension will be outside of this insurance contract

**CONDITIONS AND CLAUSES**

**1 Your responsibilities**

- i) **You** must observe and comply with the terms and conditions of:
  - a) this insurance and of the underlying **Motor Policy**
  - b) the motor policy of the hire rental company issued in respect of the **Replacement Vehicle**
- 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**

**You** must notify **MSL** in writing including any written or other evidence, within 14 days of any **Insured Event** giving rise to a potential claim. **You** will be required to provide 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 failed to provide **MSL** with any relevant information and/or supporting evidence
- ii) If the **Insurers** or **MSL** on their behalf refuse to accept a claim or to continue to indemnify **you, they** or **we** will provide you with the reason(s) in writing
- iii) The insurer of the motor policy with which this policy is sold declines a claim or to continue to indemnify under that policy
- iv) The **Certificate Holder** disputes a settlement offer which in the opinion of the **Insurer** is fair and reasonable.
- v) the **Insured Vehicle** is recovered and repaired
- vi) 7 working days have elapsed after **you** receive a settlement cheque from the insurer of the **Motor Policy** or any third party
- vii) Where the **Certificate Holder** has been offered the use of any courtesy vehicle, of any vehicle category from any other source.

### 4 Recoveries

The **Insurers** or **MSL** on their behalf reserve the right to take proceedings in **your** name, at their own expense and for their own benefit, to recover any payment **MSL** have made under this insurance to anyone else. If **you** or an **Insured Person** or anyone acting on their behalf recovers any **Replacement Vehicle** hire charges previously paid under this insurance from any other party, such **Replacement Vehicle** hire charges must be immediately repaid to **us**.

### 5 Arbitration

Any dispute or difference of any kind between the **Insurers, MSL** and an **Insured Person** will be referred to arbitration by a single arbitrator. The arbitrator's decision will be final and binding on all parties and the unsuccessful party will be responsible for any costs incurred by the successful party in the arbitration proceedings as well as their own costs. Please refer to **Complaints Procedure**

### 6 Governing law

This insurance is governed by English law.

### 7 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 (Rights of Third Parties) Act 1999. This Condition does not affect any right or remedy, of any person, which exists or is available otherwise than pursuant to that Act.

### 8 Cancellation Rights

**You** may cancel the policy at any time by telling **us**, either in writing or over the phone, using the contact details set out in **your** covering letter, as provided by **your** broker. **We** may cancel the policy by giving **you** seven days notice to **your** last known address.

If **you** cancel **your** policy within 14 days of receiving it (or for renewals, within 14 days of **your** policy renewal date) **we** will refund **your** premium. If a claim is made **we** will charge **you** for the time **we** have been on cover subject to a minimum premium of £5 (plus insurance premium tax). If **you** cancel at any other time, **we** will charge **you** for the time **we** have been on cover plus an administration fee of £15 and pay any refund due to **you**.

If **you** do not pay **your** premium **we** may cancel **your** policy. This does not affect **our** right to collect any outstanding premium from **you**.

### 9 Data Protection

Any personal information provided by **you** may be held by **Us** and the **Insurer** in relation to **your** insurance cover. It may be used by **Us** or the **Insurer's** relevant staff in making a decision concerning **your** insurance and for the purpose of servicing **your** cover and administering claims. Information may be passed to motor engineers, loss adjusters, solicitors, reinsurers or other service providers for these purposes.

**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.

### 10 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 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 Vehicle Security

Relating to the theft\* or taking without consent\* of the **Insured Vehicle** if the keys, or keyless entry system are left unsecured, unattended or left in an unattended **Insured Vehicle**.

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

### 4 Courtesy Vehicle

Where **you** have been offered the use of any courtesy vehicle, of any vehicle category from any other source

### 5 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.

### 6 Replacement Vehicle hire charges not agreed

**Replacement Vehicle** hire charges incurred before **MSL** agrees to pay them on the **Insurers** behalf.

### 7 Delay and prejudicial acts

Where an **Insured Person, your** motor insurer or repairer acts in a manner which is prejudicial to the case, including being responsible for any unreasonable delay or withholding information which **we** may reasonably require.

### 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**.

### 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 an **Insured Event** 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

For an **Insured Event** 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 Replacement Vehicle Policy provides cover for you to obtain a hire vehicle, for a period up to but not exceeding 14 days, in the event of your loss of use of the insured vehicle as a result of theft, being taken without consent or being declared a write off. The policy operates alongside your Motor Insurance Policy.

Significant Features and Benefits	Policy Reference
<ul style="list-style-type: none"> <li>Covers you for the provision of a temporary hire vehicle within the United Kingdom for a period up to but not exceeding 14 days following your loss of use of the insured vehicle as a result of theft, being taken without consent or being declared a write off</li> <li>The replacement vehicle supplied by us as a result of an insured event will be the same category as the insured vehicle</li> <li>We will arrange for the replacement vehicle to be delivered and collected from your location within the United Kingdom</li> <li>If you pay an additional premium, cover can be extended to meet the costs of extending the hire period beyond 14 days</li> </ul>	<p>The Cover</p> <p>The Cover</p> <p>The Cover</p> <p>The Cover</p>

Significant or Unusual Exclusions or Limitations	Policy Reference
<ul style="list-style-type: none"> <li>The replacement vehicle will be collected before 14 days:               <ul style="list-style-type: none"> <li>if you dispute a settlement offer which in our opinion is fair and reasonable</li> <li>the insured vehicle is recovered and repaired</li> <li>7 working days after you receive a settlement cheque from the insurer of the motor policy or any third party</li> <li>you are offered or entitled to the use of any courtesy vehicle, of any vehicle category from any other source</li> <li>the insurers of the motor policy refusing your claim</li> </ul> </li> <li>No more than 4 claims in the period of insurance for the provision of a temporary hire vehicle</li> <li>You must notify MSL within 14 days of any incident giving rise to a potential claim</li> <li>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</li> <li>No provision for a replacement vehicle in respect of any claim relating to the theft or taking without consent of the insured vehicle if the keys, or keyless entry system are left unsecured, unattended or left in an unattended insured vehicle</li> <li>No provision for a replacement vehicle in respect of any claim where you have been offered the use of any courtesy vehicle, of any vehicle category from any other source</li> </ul>	<p>The Cover</p> <p>The Cover</p> <p>Conditions and Clauses - 2</p> <p>Exclusions - 2</p> <p>Exclusions - 3</p> <p>Exclusions - 4</p>

**Insurer**

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

**Right to Cancel**

You may cancel the policy at any time by telling us, either in writing or over the phone, using the contact details set out in your covering letter. We may cancel the policy by giving you seven days notice to your last known address.

If you cancel your policy within 14 days of receiving it (or for renewals, within 14 days of your policy renewal date) we will refund your premium. If a claim is made we will charge you for the time we have been on cover subject to a minimum premium of £5 (plus insurance premium tax). If you cancel at any other time, we will charge you for the time we have been on cover plus an administration fee of £15 and pay any refund due to you.

If you do not pay your premium we may cancel your policy. This does not affect our right to collect any outstanding premium from you.

**How to make a Claim**

If you need to make a claim on your Replacement Vehicle Policy, please telephone MSL on 0800 387 165 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 Replacement Vehicle 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.