

POLICY SUMMARY - KEYSTONE

This document contains a summary of the provisions of the KeyStone Household & Family 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 KeyStone 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 KeyStone?

Your KeyStone Policy is basically a "Household and Family Legal Expenses Policy" providing cover to enable you to bring legal proceedings (and to defend your legal rights) to recover losses sustained by you (inter alia) in personal accidents and through contractual or other disputes relating to your home, your personal goods purchased or sold, (provided such goods are insured under your household insurance policy) your contract of employment and the professional negligence of solicitors, accountants or surveyors. Your KeyStone Policy operates alongside your household policy of insurance ("Your Home Policy"). References in this summary and in your KeyStone Policy to "your home" or "household" are to the home and household which is the subject of Your Home Policy.

4 What are the main features of the cover provided?

Your KeyStone Policy, subject to the points made in paragraph 5 below, will give you up to £25,000 per claim for not more than two claims in respect of legal costs and expenses incurred by you (and subject to your agreement, by your spouse/partner or a member of your family, where such person lives with you in your household) in legal proceedings in respect of the incidents listed at points (a) (k) below if the incident occurs during the period of insurance. **The cover will not extend to incidents occurring before the period of insurance cover.** The cover extends to include an appeal or defence of an appeal but only where we have given you written permission.

- (a) your death or bodily injury caused by a specific or sudden event;
- (b) disputes arising out of contracts under which you have hired or purchased goods or services for private use or sold or supplied privately owned goods (so long as those

goods are insured under your Home Policy;)

- (c) disputes arising out of a third party's negligence, nuisance, trespass or criminal damage affecting your material property (includes your home but not any other buildings or land) which causes or could cause physical damage or pecuniary loss;
 - (d) disputes arising out of infringement of your legal rights originating from ownership of your home;
 - (e) disputes arising out of construction, conversion, extension, sale or purchase contracts (including rental as a tenant) which are in your name and relate to your home (but this excludes boundary disputes arising within the first 180 days of the insurance, and any action where you are the landlord letting out all or any part of the property);
 - (f) disputes arising out of your landlord's failure to maintain your home;
 - (g) disputes arising from your employment contract as an employee (but excluding directors' service contracts and where your status is not in law that of an employee;)
 - (h) disputes you may have with solicitors, accountants and surveyors arising from agreements with them, or any actual or alleged negligence, error or omission on their part (provided that the relevant facts were not known to you at the start of the first period of insurance);
 - (i) defending any criminal prosecution brought against you arising from the sale or supply of privately owned goods or any civil action brought against you arising from your work as an employee (except as a director) on the grounds of race, sex/disability discrimination, data protection or status as trustee of an employee pension fund;
 - (j) inquiry by the Inland Revenue into your personal tax affairs arising out of your work as an employee (but excluding enquiries into your self assessment tax return).
 - (k) your actual loss of earnings for time off work to attend a court or tribunal in connection with claims under this insurance (provided that this loss is not recoverable from the court/tribunal).
- 5 **Are there any limitations on, and/or exclusions of, the cover provided?**

(Note: This paragraph merely highlights some of the terms of your KeyStone 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 KeyStone policy:

- you must notify MSL as soon as possible of any change in the information you have given us which may affect your insurance (see Condition 1 on the back of your Certificate);
- you must notify MSL in writing of any accident or occurrence giving rise to a potential claim within 180 days of the happening of such accident or occurrence (see Condition 3 on the back of your Certificate);

- **MSL will only accept a claim (and/or continue cover) under your KeyStone 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 KeyStone Policy. (See Condition No. 4 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 thereafter co-operate with the Authorised Representative in the handling of your claim (see Condition 6 (and Exclusions 6 and 7) on the back of your Certificate);

your KeyStone Policy will NOT give you any cover:

- for any claim arising from a trade, business, profession or employment except in accordance with parts Four and Six (b) of the “Cover” section of your Certificate (see Exclusion 1 on the back of your Certificate);
- for any claim relating to a motor vehicle owned, driven, used, hired, leased, sold or purchased by you (see Exclusion 2 on the back of your Certificate);
- for any claim for libel or slander relating to written or verbal remarks (see Exclusion 3 on the back of your Certificate);
- for any claim relating to a cause of action you intentionally bring about, or relating to your actual or alleged dishonesty, actual or alleged violent behaviour or other criminal act (see Exclusion 4 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);
- for fines, damages, liabilities 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);
- for any claim relating to proceedings including copyright, trade marks or any other intellectual property rights or secrecy/confidentiality agreements (see exclusion 15 on the back of your Certificate);
- for any claim relating to proceedings arising out of any actual or alleged case of medical negligence committed against you (see Exclusion 16 on the back of your Certificate);
- for any claim relating to any dispute you may personally have arising from the breakdown of a marital or quasi marital relationship (see Exclusion 17 on the back of your Certificate).

In connection with a claim arising out of a contract of employment you will be responsible for the first £250 (plus VAT) of the costs incurred by the appointed representative; for all other claims you will be responsible for the first £75 (plus VAT) of such costs incurred (see introduction to the section headed “The Cover” on the front of your

Certificate;). **For any claim arising out of a contract of employment you must first have exhausted all available routes of mediation available to you to settle your dispute.**

No more than two claims will be covered in any one period of insurance (not counting claims which MSL refuses to fund) (see introduction to the section headed “The Cover” on the front of your Certificate.)

The amount in dispute under any claim must be in excess of £250.

Your insured household must be situated within the United Kingdom.

6 **When will I be “covered”?**

Your cover under your KeyStone 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 at the end of the period agreed for each individual policy, or, if earlier, the date for expiry shown on your Home Policy which is issued with your Certificate of Insurance.

Your KeyStone Policy will lapse if your Home Policy lapses.

7 **Can I cancel the Policy?**

You have a right to cancel your KeyStone 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 KeyStone 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 0845 766 0213 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 fax: 0845 280 0222

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 KeyStone Policy you may be entitled to compensation from the Compensation Scheme.