# SUMMARY OF COVER AVAILABLE FOR FAMILY LEGAL PROTECTION



# About this summary of cover

This summary provides key information only about insurers and the insurance cover available within the Family Legal Protection Policy. This summary does not contain the full terms and conditions. These can be found in Section Nine of the appropriate Home Insurance Policy Wording. The policy wording is available on request or can be viewed on our website www.vasek.co.uk.

A policy wording is always issued along with a Schedule when cover is first incepted by us.

This summary of cover does not form part of your insurance contract.

We reserve the right to change or limit any cover. Your cover will be for a period of 12 months.

### **Our Status**

Vasek Insurance Services Limited is authorised and regulated by the Financial Conduct Authority under Firm Reference Number 309354. The Financial Conduct Authority is the independent watchdog that regulates financial services. Our permitted business is advising on and arranging insurances. You can check this on the Financial Conduct Authority register by visiting the Financial Conduct Authority website www. fsa.gov.uk/register/ or by contacting the Financial Conduct Authority on 0845 606 1234.

This product is underwritten by MSL Legal Expenses Limited.

## **Cancellation Rights**

A retail customer has the right to cancel a general insurance contract within 14 days of receiving the contractual terms and conditions. Providing you have not made any claims we will refund the premium in full. If you decide to cancel the policy after 14 days there shall be no return of premium. We may cancel the insurance by giving 7 days notice in writing to you at your last known postal address confirming that all cover will cease. In this event we will refund a proportion of your premium on a pro-rata basis.

You should be aware that if you cancel your Vasek Home Insurance Policy this policy will automatically cancel at the same time and from the same date of cancellation.

### How to make a claim under this insurance

You must give MSL details of any claim as soon as possible. You can telephone 0161 495 4490. MSL will take details of your claim. Lines are open 24 hours a day, 365 days a year. Calls may be recorded. Alternatively you can email info@msl.co.uk, or write to:-

Claims Department, MSL Legal Expenses Limited, No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW.

## How to make a complaint

If you have a complaint about the service or about the way you are treated, please write to the Compliance Department, MSL Legal Expenses Limited, No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW.

Alternatively you can telephone MSL on 0161 495 4490 or email them at info@msl.co.uk. A copy of their internal complaint-handling procedure is available on request. If you are still not happy with the response you receive, you have the right to ask the Financial Ombudsman Service to review your case.

MSL are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the Scheme if MSL is unable to meet its obligations to you under this contract. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the contract. Further information about the Scheme is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St.Botolph Street, London, EC3A 7QU, by telephoning 0800 678 1100 and on their website www.fscs.org.uk.

## The Cover Available for Family Legal Protection Cover

This insurance policy is only available to purchase as an additional section under a Vasek Home Insurance policy. Family Legal Protection cover is a legal expenses insurance contract. It will help by providing legal advice and representation if you, or family members who always live with you, have a legal dispute that is insured under the policy.

For the incidents and circumstances listed MSL will resolve an insured legal problem, either themselves or through external lawyers and other experts that they will appoint.

MSL will appoint their own preferred choice of law firm to deal with your claim and they will pay their costs and expenses, which include opponents' costs.

External costs are limited to £50,000, £100,000 for our Private Clients Policy. Costs incurred before MSL agree to pay them will be excluded. There must be reasonable prospects of a success for the duration of the claim. Unless MSL agree to start legal proceedings or there is a conflict of interest, MSL is free to choose the representative who will help you. If you want to use your choice of law firm, any costs they incur above what MSL would have paid their preferred law firm will be your responsibility and MSL will not pay them.

Features and Benefits	Significant Exclusions or Limitations
<b>Employment disputes</b> MSL will pay the costs and expenses in relation to the defence of legal proceedings arising from or relating to an insured person's contract of employment as an employee	<ul> <li>Any claim resulting from a grievance or disciplinary procedure or the notification of redundancy, which occurs before the commencement of this policy</li> <li>Any claim relating to disciplinary hearings or internal grievance procedures</li> <li>The costs of any disputes relating to a settlement agreement</li> <li>Any dispute relating to a shareholding, partnership or directors contract</li> <li>Any claim relating to the Transfer of Undertakings (Protection of Employment) Regulations (TUPE).</li> <li>Any claim relating to franchise rights and agency rights</li> <li>Any claim relating to future contracts of employment</li> </ul>
<b>Contract disputes</b> MSL will pay the costs and expenses for the pursuit or defence of legal proceedings relating to an agreement or alleged agreement that an insured person has entered into in a personal capacity for the buying, selling or hiring in of any goods or services, provided that the amount in dispute is more than £250	<ul> <li>Any claim relating to an insured person's previous or current trade, business, occupation or profession</li> <li>Any claim relating to any land or buildings other than your main home</li> <li>Any claim relating to animals, motorised vehicles (except for domestic gardening equipment and electric or motorised wheelchairs and invalid carriages not designed for road use), aircrafts, boats, windsurfers, boards, jet skis or any craft designed to be used on or in water, caravans, trailers and any accessories</li> <li>Any claim in relation to construction, extension or conversion of any buildings where the contract value exceeds £5,000 including VAT</li> <li>Any claim relating to the settlement payable or the cover provided under an insurance policy</li> <li>Any claim relating to a loan, pension, investment or any other borrowing or financial instrument.</li> <li>Any claim arising out of actual or alleged negligent advice, error or omission</li> </ul>
<b>Personal injury</b> MSL will pay the costs and expenses in relation to the pursuit of legal proceedings in respect of any incident causing bodily injury or death to an insured person, provided that the claim is the result of a sudden and specific incident	Any claim which develops gradually unless it is the result of a sudden and specific event Any claim included in or excluded from Insured Incident 4 Clinical and Medical Negligence as any claim should be made under that section
<b>Clinical and medical negligence</b> MSL will pay the costs and expenses in relation to the pursuit of legal proceedings in respect of any clinical, medical or dental negligence causing bodily injury or death to an insured person	Any claim which develops gradually unless it is the result of a sudden and specific event
<b>Property disputes</b> MSL will pay the costs and expenses for the pursuit or defence of legal proceedings relating to	Any claim relating to an insured person's previous or current trade, business, occupation or profession
<ul> <li>(a) an incident, which causes or could cause physical damage to your main home, which is owned by you or for which you are legally responsible</li> </ul>	Any claim relating to the rent, service and maintenance charges or renewal of a tenancy agreement
(b) any unlawful interference of your use or enjoyment or right of your main home and the land on which your main home is situated	Any claim relating to planning Any claim where the insured person is the landlord of the home or is leasing, sub-letting or renting out part of the home
(c) the landlord's failure to maintain your main home	Any claim relating to work done by any government or local authority
(d) any claim arising out of actual or alleged negligent advice, error or omission, provided that (i) the amount in dispute is more than £250 and (ii) your main home is situated in the United Kingdom, the Channel Islands or the Isle of Man	Any claim relating to subsidence, heave, landslip, mining or quarrying
	Continued overleaf

Features and Benefits	Significant Exclusions or Limitations
<b>Tax protection</b> MSL will pay the costs and expenses following an investigation by HM Revenue & Customs into your personal tax affairs	Any claim relating to the tax affairs of a company or any claim if you are self employed, a sole trader or in a business partnership Any claim relating to a tax avoidance scheme Any claim involving an investigation by the Special Investigations unit of HM Revenue & Customs
Jury service For each day that an insured person is required to attend jury service in the United Kingdom MSL will pay the actual loss of the salary or wages of an insured person for the time off work for jury service, provided that such salary or wages are not recoverable from the relevant court, tribunal or other party	Any claim where the date the insured person receives first notification of jury service or deferral of jury service is before the commencement of this Policy Any claim where you are unable to prove your loss
<b>Legal defence</b> MSL will pay the costs and expenses for defending an insured person's rights relating to any prosecution in a criminal court arising from the sale or supply of privately owned goods	Any claim relating to an insured person's previous or current trade, business, occupation or profession Any claim relating to animals, motorised vehicles (except for domestic gardening equipment and electric or motorised wheelchairs and invalid carriages not designed for road use), aircrafts, boats, windsurfers, boards, jet skis or any craft designed to be used on or in water, caravans, trailers and any accessories
<b>Identity theft</b> MSL will provide an identity theft resolution service should an insured person become or feel they have become the victim of identity theft during the period of insurance. The identity theft resolution service will provide:	Any claim relating to an insured person's previous or current trade, business, occupation or profession Any identity theft committed by an insured person
<ul> <li>(a) access to a private and confidential helpline (by ringing the Claims and Advice line number) should an insured person, regarding identity fraud, feel they have become the victim of identity theft</li> </ul>	
(b) access to a personal identity theft adviser who will provide the insured person with specialist guidance and assist the insured person in resolving the identity fraud	
If an insured person becomes the victim of unlawful use of their personal identity as a result of theft or unauthorised use of their personal identity, MSL will pay:	
<ol> <li>the costs and expenses to reinstate the insured person's identity</li> </ol>	
(2) the costs and expenses to defend any dispute between the insured person and any other party as a consequence of identity theft	
(3) any fees in relation to reapplying for any loan where an original loan application has to be resubmitted because of the identity theft relating to the insured person	
Provided that the insured person	
<ul> <li>(i) notifies the police and their bank, mortgage lender or any company with whom they have a loan within 24 hours of discovery of the identity theft or attempted identity theft</li> </ul>	
<ul> <li>(ii) follows and continues to follow at all times the advice from our confidential helpline service</li> </ul>	
<b>Professional negligence</b> MSL will pay the costs and expenses for the pursuit of legal proceedings relating to an agreement or alleged agreement that an insured person has entered into in a personal capacity with a solicitor, accountant, surveyor or architect, arising out of actual or alleged negligent advice, error or omission, provided that the amount in dispute is more than £250	Any claim relating to an insured person's previous or current trade, business, occupation or profession Any claim relating to the settlement payable or the cover provided under an insurance policy Any claim relating to a loan, pension, investment or any other borrowing or financial instrument

Features and Benefits	Significant Exclusions or Limitations
<b>Court attendance</b> For each day that an insured person is required to attend any court or tribunal at the request of an appointed representative MSL will pay the actual loss of the salary or wages of an insured person for the time off work, provided that such salary or wages are not recoverable from the relevant court, tribunal or other party	Any loss incurred before you make a claim Any claim where you are unable to prove your loss
Telephone Helplines	
Legal advice service Confidential legal advice service for any personal legal problem based on UK law This service is available 24 hours a day/365 days a year <b>Tax advice service</b> Confidential telephone tax advice service for personal tax matters. This service is available 24 hours a day/365 days a year	
Counselling helpline service Confidential counselling service This service is available 24 hours a day/365 days a year The service is provided by Care First in partnership with MSL Legal Expenses Limited. Care First counsellors are British Association for Counselling and Psychotherapy (BACP) accredited and professionally qualified to a minimum of BACP diploma level. The confidential counselling service can be used to discuss a wide range of concerns. Whether the issue is personal or work related	
<b>Medical information service</b> Specialist non diagnostic and non-prescriptive medical information service	

The service also provides advice on a wide variety of other issues including, but not limited to immigration advice, benefits advice and housing advice as well as more general information The service is available between 8am and 8pm Monday to Friday and is provided by Care First in partnership with MSL Legal Expenses Limited

#### Domestic assistance helpline service

Domestic Assistance helpline service to help you arrange repairs if you have a domestic emergency in your property. MSL will arrange a contractor to assist you, but will not pay the contractors costs or call out fees

This service is available 24 hours a day, 365 days a year

#### Identity theft service

Dedicated identity theft resolution helpline service to assist you if you believe you have become a victim of Identity Theft This service is available 24 hours a day, 365 days a year