



## **LEGAL EXPENSES AND RENT GUARANTEE INSURANCE POLICY**

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Vasek Insurance Services Limited is authorised and regulated by the Financial Conduct Authority



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## DEFINITIONS

Certain words will carry the same meaning wherever they appear in this policy, unless defined differently in the appropriate section. They are highlighted as follows:-

**Appointed representative** – means the claim negotiator, lawyer or other suitably qualified person appointed by **us** to act on behalf of the **insured person**, in accordance with **our** standard terms of business.

**Costs and expenses** –

- 1) **Fees, costs, disbursements and expenses charged by the appointed representative** and agreed by **us**.
- 2) 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.
- 3) **Hotel expenses** in respect of claims arising under Insured Incident 6 (Repossession) and Insured Incident 2 (Property and Squatter Protection).
- 4) **Storage Costs** in respect of claims arising under Insured Incident 6 (Repossession) and Insured Incident 2 (Property and Squatter Protection).

**Financial source** – means pensions, investment income or state benefits (including Universal Credit).

**Hotel expenses** – means up to £150 (including VAT) per day to cover the cost of **your** accommodation for a maximum of 30 days whilst **you** are seeking possession of the **insured property** for **you** to live in.

**Insured person** – means **you** and any director, partner and employee of **your** business provided that they have **your** permission to claim under this Policy.

**Insured property** – means the property insured and named in the schedule of cover which is let by **you** to a **tenant**.

**Legal proceedings** – means a legal remedy for compensation, eviction, specific performance or an injunction.

**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**.

**Rental sufficiency test** – means that the **tenant's** gross annual salary and/or other **financial source** must be equal to or higher than 30 times the monthly rent. If a guarantor is being used to guarantee the rent, then the guarantor's gross annual salary and/or other **financial source** must be equal to or higher than 50 times the monthly rent.

If the other **financial source** is any form of state benefit then the monthly rent should not exceed 60% of the monthly benefit received. If the monthly benefit does exceed 60% of the monthly benefit received then the difference/shortfall is subject to the gross salary multiplier as stated above.

**Storage costs** – means up to £10 (including VAT) per day to store **your** personal possessions for a maximum of 30 days after the termination of **your** agreement with the **tenant** while **you** are unable to occupy the **insured property** for **you** to live in.

**Tenant** – means the person(s) or company who occupies (or has occupied) the **insured property** under a tenancy agreement with **you**.

**We/us/our** – means MSL Legal Expenses Limited.

**You/your** – means the person, company or property owner who has taken out this insurance policy.

## YOUR LEGAL EXPENSES AND RENT GUARANTEE INSURANCE POLICY

This insurance is a contract between **us** and **you**. This is a claims made policy which means that for there to be a valid claim under the policy, all claims must be reported to us during the period of insurance or where **you** decided not to renew **your** cover within 30 days after the expiry of this policy.

**We** will, subject to the terms of this policy, provide **you** with the insurance set out in this policy in respect of claims reported to us during the period of insurance shown in the schedule of cover and for any subsequent period for which **we** may accept a renewal premium.

**You** must ensure that all the information **you** have given to **us** is accurate to the best of your knowledge. **We** will be entitled to refuse to accept a claim where **you** do not take reasonable care not to make a misrepresentation.

**You** are entitled to cancel **your** policy with a full premium refund (less £15 administration charge) within 14 days of it starting, provided that there have been no claims. Please see the cancellation condition under the conditions section.

### What is insured

**We** will provide insurance in relation to the Insured Incidents as set out in this policy, subject to the terms and conditions, Claims Settlement Provisions, General Exclusions and General Conditions of this Policy.

Provided that

- 1) **Reasonable prospects** exist for the duration of the claim.
- 2) The claim is reported to **us**
  - (i) during the period of insurance or where **you** decided not to renew **your** cover within 30 days after the expiry of this policy, and
  - (ii) 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 the **insured person** by **our** Claims and Advice Service.
- 4) The **insured person** seeks and continues to follow the advice from **our** Claims and Advice 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 Advice Service.
- 6) The **insured property** is situated in the United Kingdom, the Isle of Man or the Channel Islands.

**We** will not pay

- a) In respect of any one claim and in total in any one period of insurance more than £50,000.
- b) 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
- c) The first 10% of **costs and expenses** where the **insured person** chooses their own lawyer or other suitably qualified person in relation to a claim under this policy.

## INSURED INCIDENTS

### Section One – Rent Recovery

**We** will pay the **costs and expenses** in relation to the pursuit of **legal proceedings** for undisputed and unpaid rent, in relation to an **insured property**, which is due under the terms of the tenancy agreement between **you** and the **tenant**.

Provided that

- a) Any claim for undisputed and unpaid rent is notified to us within 45 days from the date the rent was first disputed or due and payable.
- b) All **your** normal credit control procedures have been exhausted or **you** have made reasonable efforts to recover the unpaid rent.

### Section Two – Property and Squatter Protection

**We** will pay the **costs and expenses** in relation to the pursuit of **legal proceedings** an **insured person** is able to pursue in respect of an **insured property** arising from a nuisance, a trespass, an unauthorised occupation or damage caused to the **insured property** by a third party.

Provided that the amount in dispute exceeds £250 in relation to property damage.

### Section Three – Tenant Property Damage

**We** will pay the **costs and expenses** in relation to the pursuit of **legal proceedings** in respect of damage resulting from the **tenant** failing to return the **insured property** in the same condition as at the commencement of the tenancy.

Provided that

- a) The amount in dispute exceeds the amount of deposit taken at the commencement of the tenancy or one month's rent, whichever is greater.
- b) An inventory of the property has been obtained and agreed by both parties prior to the commencement of the tenancy.

**We** will not pay for any claim relating to or resulting from depreciation and wear and tear.

### Section Four – Legal Defence

**We** will pay the **costs and expenses** for defending an **insured person's** rights relating to any prosecution in a criminal court arising from the letting of the **insured property**.

Please note that the requirement for **reasonable prospects** to exist for the duration of the claim does not apply to this Insured Incident.

## Section Five – 24 Hour Helpline Services

### Legal Advice Service

Call **0161 603 2190**

**We** have provided **you** access to a 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.

**To contact the Legal Advice Service, please telephone the number, select Option 1 and quote MSL/LAH/LLP.**

### Tax Advice Service

Call **0161 603 2190**

**We** have provided **you** access to a confidential telephone tax advice service for personal tax matters. This service is available 24 hours a day/365 days a year.

**To contact the Tax Advice Service, please telephone the number, select Option 2 and quote MSL/TAX/LLP.**

### Domestic Assistance Helpline Services

Call **0161 603 2190**

**We** have provided **you** access to a Domestic Assistance helpline service to help **you** arrange repairs if you have a domestic emergency in **your** property. **We** 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.

**To contact the Domestic Assistance Helpline Service, please telephone the number, select Option 4 and quote MSL/DAH/LLP.**

### Counselling Helpline Services

Call **0161 603 2190**

**We** have provided **you** access to a confidential counselling service 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, **we** will be able to assist **you**.

**To contact the Counselling Helpline please telephone the number, select Option 3 and quote MSL/CNS/LLP.**

**We** will not accept responsibility if the Helpline Services fail for reasons **we** cannot control. By using these services **you** agree to **us** recording **your** call.

## Section Six – Repossession

**We** will pay the **costs and expenses** in relation to the pursuit of **legal proceedings** in respect of obtaining vacant possession from the **tenant** of the **insured property** at the expiry of a valid notice to quit being served.

## Section Seven – Rent Guarantee

**We** will in respect of an **insured property**

- A) Pay **your** rent arrears while **your tenant** or ex-**tenant** still occupies the **insured property**.
- B) If, after **you** have gained vacant possession of the **insured property**, **you** are not in a position to immediately re-let due to the **tenant's** dilapidations and/or neglect, **we** will pay the amount of 50% of the monthly rent for a maximum of three (3) months, or until the **insured property** is re-let, whichever happens sooner.

Provided that

- (i) **We** have accepted **your** claim under Section Six - Repossession.
- (ii) **You** obtained satisfactory references \*\* on the **tenant** or guarantor prior to the tenancy commencing.

\*\* A satisfactory reference is defined as:-

- a) A credit history check (including the Enforcement of Judgment of Office, County Court Judgments and bankruptcy) against the **tenant** or guarantor, from a company that uses a licenced credit referencing agency, showing no County Court Judgments in the last three years, no outstanding County Court Judgments, bankruptcy or any other adverse financial features.
- b) An Employers Reference confirming the **tenant's** or guarantor's salary and that the position is current and permanent, if employed. Where the **Tenant** or guarantor is self- employed or derive their **financial source** from other means, except for state benefits, a letter from their accountant confirming the **tenant's** or guarantor's gross annual income for the last 12 months. In both instances the salary and/or other **financial source** must meet the requirements of the **rental sufficiency test**.
- c) Where the **tenant** has let a property before, where available, a reference from the previous landlord or landlord's agent must be obtained confirming that there are no rent arrears or incidents of neglect at the property

If, during the period of insurance the **tenant** is claiming housing benefit, **we** will pay rent from the date the housing benefit claim is concluded. If the **tenant's** housing benefit claim is rejected, **we** will pay rent backdated to the date that **you** could first claim under this section.

**We** will not pay

- a) Any shortfall between the amount paid to the **tenant** as housing benefit and the rent.
- b) Any rent due after **you** gain vacant possession of the **insured property**, except in the circumstances where **you** are not in a position to immediately re-let as detailed in 2.above.
- c) Rent arrears that can be deducted from the deposit paid by the **tenant** to **you** at the commencement of the tenancy. If the deposit is subsequently required to meet the cost of dilapidations, this will be paid to **you**.



## Section Eight – Tax Protection

**We** will pay the **costs and expenses** following an investigation by HM Revenue & Customs into **your** tax affairs.

Provided that

- (i) **You** have taken reasonable care to ensure that your accounts and tax affairs and records have been properly maintained.
- (ii) All returns to HM Revenue & Customs have been completed, are correct and submitted on

**We** will not pay for

- a) Any claim arising from a tax avoidance scheme.
- b) Any claim relating to an investigation undertaken by the Special Investigations unit of HM Revenue & Customs.

## Section Nine – Contract Disputes

**We** will pay the **costs and expenses** in relation to the pursuit or defence of **legal proceedings** relating to an agreement or alleged agreement that an **insured person** has entered into for the buying or hiring in of any goods or services in connection with the **insured property**.

Provided that the amount in dispute exceeds £250.

**We** will not pay for

- a) Any claim relating to any land or buildings.
- b) Any claim relating to a lease or licence of any land or buildings.
- c) Any claim relating to the settlement payable or the cover provided under an insurance policy
- d) Any claim relating to a loan, pension, investment or any other borrowing or financial instrument.
- e) Arbitration arising out of an arbitration clause in any contract.
- f) Any claim relating to computer goods, systems or services.
- g) A breach or alleged breach of professional duty by an **insured person**.
- h) The monetary cost of putting right any damage caused or alteration occasioned by or as a tenant.

## HOW TO MAKE A CLAIM UNDER THIS INSURANCE AND ADVICE SERVICE 0161 495 4490

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

If there is a claim, which is covered by the policy **we** will then send the **insured person** a claim form for completion and return to **us**.

If the claim is reported to **us** during the Period of Insurance and is accepted and **reasonable prospects** exist, the claim will be handled by **our** specialist claims unit or **we** will instruct an **appointed representative** or other suitably qualified representatives 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.

## GENERAL EXCLUSIONS

### 1) **Tenancy Check Requirement**

Any claim under Section Seven – Rent Guarantee where prior to the commencement of any tenancy agreement relating to an **insured property** an **insured person** has failed to obtain satisfactory references on the **tenant** and any guarantor as defined in Section Seven – Rent Guarantee.

### 2) **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.

### 3) **Prior Costs and Expenses**

Any costs incurred before a claim is made and any **costs and expenses**, which **we** do not authorise.

### 4) **Dishonesty, Deliberate Acts, Violence, Criminal Acts and Fraud**

Any claim

- a) Involving actual or alleged dishonesty, violence or any deliberate or criminal act or omission 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.

### 5) **Judicial Review, Mediation and Arbitration, Marital and Family Disputes, Intellectual Property, Libel and Slander, Share Options, Pensions and Date Change, Mortgage Lender**

Any claim directly or indirectly relating to or resulting from

- a) A judicial review.
- b) Mediation and arbitration.
- c) Divorce, matrimonial matters, cohabitation, maintenance, custody or access.
- d) Copyrights(s), trademark(s), merchandise mark(s), registered design(s) or other intellectual property rights or secrecy and confidentiality agreements.
- e) Libel or slander.
- f) Any share option or pension scheme or policy.
- g) Any device failing to recognise, interpret or process any date as its true calendar date.
- h) Any dispute arising between the **insured person** and any agent or mortgage lender.

- 6) **Bankruptcy, Liquidation or Receivership**  
Any claim where **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 property are in the care or control of a receiver or an administrator.
- 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**  
For fines, damages or other penalties which the **insured person** is ordered to pay by a court or other authority.
- 9) **Disputes with Us and Family Members**
- a) Any claim against us, Financial & Legal Insurance Company Limited or any company or subsidiary of the MSL group of companies (MSL Legal Expenses Limited and MSL Vehicle Rental Limited).
  - b) Any dispute between an **insured person** and any domestic partner or family members permanently living with an **insured person**.
  - c) Any dispute between family members or any domestic partner of the **tenant**.
- 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.
- 12) **Territorial Limits**  
Any claim
- a) Where the dispute is pursued outside the jurisdiction of a court or other body within the United Kingdom, the Channel Islands or the Isle of Man;
  - b) Which occurs outside the United Kingdom, the Channel Islands or the Isle of Man;
  - c) Where the **insured person** permanently lives outside the United Kingdom, the Channel Islands or the Isle of Man.
- 13) **Notice to Quit**  
Any claim where the relevant Notice to Quit was served by **you** on the **tenant** before the inception of the Policy.

## CLAIMS 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 and the claim is reported to **us** immediately after the **insured person** becomes aware of circumstances which may give rise to a claim. **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 clearly shows 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 expenses, 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 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 of any payment into court.
- Tell the **appointed representative** to have **costs and expenses** taxed, assessed and audited if **we** request.

#### (iii) *What the **insured person** must not do*

- Under no circumstances must the **insured person** accept or reject an offer to settle a claim without **our** consent or the consent of the **appointed representative**.
- Withdraw from any claim without **our** consent or the instructions from **us** or the **appointed representative**.
- Pursue a claim in any way against the advice or withdraw instructions from **us** or the **appointed representative** without our consent.
- 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.  
If there is any dispute about the choice of lawyer **we** will ask the President of the relevant national law society to choose a suitable qualified lawyer.  
Where the **insured person** chooses their own lawyer or other suitably qualified person, **we** will not pay the first 10% of any **costs and expenses** charged by the **insured person's** own lawyer or other suitably qualified person.

## GENERAL 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 (less £15 administration 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) **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.
- 5) **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.

- 6) **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.
- 7) **Recoveries**  
**We** reserve the right, at our own expenses, 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**.
- 8) **Governing Law**  
If **you** are a natural person, 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. If **you** are a business, this Policy is subject to the law applicable to the place **your** business is registered in the United Kingdom, the Isle of Man or the Channel Islands.
- 9) **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.

## 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 relating to the sale of the 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** on 0161 492 5834 or in writing to Compliance Department, MSL Legal Expenses Limited, No. 1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GW.

**Our** staff will attempt to resolve **your** complaint immediately. Where this is not possible, **we** will acknowledge **your** complaint within 5 business days of receipt. 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. Upon receipt of the letter, if **you** remain dissatisfied **you** may refer **your** complaint to the Financial Ombudsman Service. **You** can contact the Financial Ombudsman Service at: Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR.

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

## 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.

## DATA PROTECTION

**We** take the Data Protection Act seriously and set out below how **we** will look after the information **you** give **us**.

**We** will only use the information **you** give **us** for legal purposes and will keep it safe.

**We** will not pass **your** information on to others or outside the EU unless **we** are obliged to do so for legal or regulatory purposes or for purposes directly related to **you** as a customer.

### These may include

- Servicing **your** policies or dealing with claims. This might mean passing information on to solicitors loss assessors, insurers or other related service providers.
  - Where necessary obtaining information about **you** from credit reference agencies (the agencies will record **our** enquiries, which may be seen by other companies who make their own credit enquiries).
  - For the prevention of fraud.
  - To check **your** identity and prevent money laundering.
- Under the Act **you** can request to see what data **we** hold on **you**, though there may be a charge for this service.

### Finally

- **We** may send **you** information by letter, email or phone about **our** other products and services that may be of interest or to carry out research. **You** can opt out of this if you wish. Please tell us anytime if **you** wish to do so.
- Be assured **we** will not give **your** information to others for them to use in their marketing.

Under this section **we/us/our** includes Financial & Legal Insurance Company Limited.

## PLEASE READ THIS INSURANCE POLICY CAREFULLY AND KEEP IT IN A SAFE PLACE

The insurance provided by this insurance 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.

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