

POLICY SUMMARY KEYLET

This document contains a summary of the provisions of the KeyLet 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 Policy Booklet (and the accompanying Certificate of Insurance) both of which will be issued to you if you decide to take up a KeyLet 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 adviser 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 KeyLet?

Your KeyLet Policy is basically a “legal expenses policy” which provides cover to help landlords meet the cost of bringing and defending civil action to protect their interest in residential property situated in England, Scotland or Wales.

The cover provided (subject to the points made in paragraphs 4, 5 and 6 below) relates to costs incurred in the legal proceedings as described in paragraph 4 below.

4 What are the main features and benefits of the cover provided?

Your KeyLet Policy (subject to the points made in paragraph 5 below) will provide up to £50,000 towards your legal expenses for any one claim which is notified to MSL during the Period of Insurance (as explained in paragraph 6 below) which arise from legal proceedings relating to:

(a) “Property Disputes” ie:

- a letting of residential property owned by you to an individual (provided that the amount in dispute exceeds £400) and the type of letting is one covered by the Housing Acts 1988 or 1996 OR, if it is not such a tenancy, it is a lawful letting to a company and/or the annual rent exceeds £25,000;
- actual or alleged wrongful acts by a tenant (or a third party) which causes physical damage to your property or financial loss to you provided that no contract exists between you and the third party other than a tenancy agreement or any other agreement for the repair of the property;
- an infringement by someone of your legal rights or by you of the rights of a tenant or third party relating to the rightful occupation or ownership of the property by you;
- any contract made by you during the Period of Insurance for the sale or purchase of the property;

(b) “Rent Recovery” ie the recovery of an admitted debt for unpaid rent owed by your tenant provided that:

- the amount involved exceeds £400;
- all rent debt recovery cases are notified to MSL within 45 days from the date the rent was first due;
- your normal credit control procedures have been carried out;
- MSL will select the appropriate means of recovery;
- no more than two separate debt recoveries will be taken against any one tenant; and
- MSL is satisfied that the tenant has the means to meet any court judgment;

(c) “Attendance Expenses” ie:

- payment of up to £100 per person per day up to a maximum of £1,000 for any one claim to cover actual loss of salary or wages by you (or your employees) or your letting agent caused by such person taking time off work to attend a court or tribunal hearing as a witness for you at the request of your representative or as the defendant to proceedings in respect of which MSL has accepted as a claim covered by your KeyLet Policy provided that such salary or wages are not themselves recoverable from the court or 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 KeyLet Policy Certificate which limit the cover conferred by it; you should read your Policy Booklet and the Certificate of Insurance which will accompany it for full details. References to the relevant sections and clauses of the Policy Booklet (and/or the Certificate) are given as appropriate in this paragraph 5.)

(a) in order to obtain the benefits of your KeyLet Policy:

- you must have accurately and truthfully completed the Proposal Form and you must have kept MSL informed of any change in the information which you have given to MSL (see Condition No. 1 in the Policy Booklet.) Failure to do this may invalidate your KeyLet Policy. If your circumstances alter F&L or MSL may refuse cover under the policy or may require an additional premium to continue cover;
- **as explained on the Proposal Form you must have obtained and kept two satisfactory references for each and every tenant, one a financial reference and the other a personal reference. The Proposal Form explains what is a satisfactory reference;**
- you must notify MSL as soon as possible of the happening of the event which could give rise to a claim (see Condition No. 3 in the Policy Booklet;)
- **MSL will only accept a claim (and/or continue cover) under your KeyLet 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 KeyLet Policy. (See Condition No. 4 in the Policy Booklet;)

- you and MSL must agree upon the lawyer (“the appointed representative”) who will represent you and you must co-operate with MSL and the appointed representative in the handling of your claim (see Conditions No. 5 to 8 (inclusive) in the Policy Booklet;)
 - as well as obtaining the references referred to above you must have ensured that the tenant paid a deposit of at least one month's rent before the property was let to him (see Exclusion 16 in the Policy Booklet;)
- (b) your KeyLet Policy will **NOT** give you any cover for any claim in respect of:
- legal expenses arising from any circumstances which occurred prior to the date cover commences under your KeyLet Policy if you know or ought to have known that such circumstances were likely to give rise to a claim (see Exclusion 3 in the Policy Booklet;)
 - disputes concerned with libel or slander or any deliberate act or omission of you (see Exclusions 5 and 6 in your Policy Booklet;)
 - any claim affecting the property relating to or arising from mining or other subsidence affecting the property (see Exclusion 23 in the Policy Booklet;)
 - any claim relating to patents, copyright, trade or merchandising rights, design rights (whether registered or not) or to any other intellectual property matters or claims relating to confidentiality or secrecy arrangements (see Exclusion 25 in your Policy Booklet;)
 - any claim against your letting or managing agent (see Exclusion No. 17 in your Policy Booklet;)
 - legal expenses incurred before MSL has agreed to pay them on your behalf (see Exclusion 8 in your Policy Booklet;)
 - any dispute with multiple tenants of a single property unless the liability of the multiple tenants is “joint and several” ie each tenant is liable for the others acts and omissions (see Exclusion 21 in the Policy Booklet;)
 - fines, damages or other penalties which you are ordered to pay by a court (see Exclusion 11 in your Policy Booklet;)
 - claims where you have other insurance cover which entitles you to recover the relevant legal expenses (except for the amount of any excess which you are required to pay under such other insurance (see Exclusion 10 in your Policy Booklet;)
 - disputes which in the first instance relate to issues handled by a rent or rates tribunal or the lands tribunal **unless** you are defending legal proceedings brought by a tenant (see Exclusion 22 in the Policy Booklet;)
 - matters arising from the ownership, use or occupation of the property for the conduct of any profession trade or business (see Exclusion 20 in the Policy Booklet;)
 - most claims arising from disputes with any government, public or local authority (see Exclusion 24 in the Policy Booklet;)
 - **any claim which arises in the first three months of the Period of Insurance except:**
 - **where your current Certificate of Insurance is an immediate continuation of a previous KeyLet Policy covering the same property and tenant; or**
 - **in the case of a new tenant, the tenancy**

agreement took effect after the commencement of the Period of Insurance;

(see Exclusion 15 in the Policy Booklet;)

- in the case of a Property Dispute (see paragraph 4(a) above) you will not have cover for any dispute which you may have which arises from or relates to the breakdown of a marriage or similar personal relationship (see Part A of the section headed “The Cover” in the Policy Booklet.)

You should note that MSL may cancel the insurance cover conferred by your KeyLet Policy by giving 14 days’ written notice to you and your agent. In such event MSL will make a pro rata return of the premium paid by you unless a claim under the policy has been made and accepted by MSL in which case the full premium will be retained (see Condition 14 in the Policy Booklet.)

Your right to cancel is set out in paragraph 7 below.

(c) **You will be responsible** for meeting the £100 (plus VAT) in respect of each claim made by you under your KeyLet Policy;

6 What is the “Period of Insurance”?

Your cover under your KeyLet Policy will commence upon the date shown on the front of the Certificate of Insurance given to you and will expire on the date also shown in your Certificate of Insurance.

7 Can I cancel the Policy?

You have a right to cancel your KeyLet 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 KeyLet 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 758 5704 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 Claims 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 KeyLet Policy you may be entitled to compensation from the Compensation Scheme.