



**Residentsline  
Tenant Deposit Legal Protection**

Key Facts Summary



# POLICY SUMMARY AND OTHER IMPORTANT INFORMATION



This is a summary of the cover provided under Tenant Deposit Legal Protection. It does not contain full details of policy terms, exclusions and conditions. For full details of this insurance please refer to the policy wording, a copy of which is available to you on request.

*Please note: the information which follows is a description of the standard cover provided by this insurance which can change due to any endorsements which may be applied.*

<b>Type of insurance</b>	Tenant Deposit Legal Protection is a legal expenses insurance contract designed to provide representation for you in a claim against your tenant following a dispute over dilapidations caused to property which is let by you.
<b>Who provides this insurance</b>	Legal Protection Group Limited, who administer and manage this insurance on behalf of the insurer, International Insurance Company of Hannover SE.
<b>How long does the cover last</b>	Unless otherwise agreed, this insurance will remain in force for 12 months from the date of commencement and for any period for which you renew this insurance (as long as the premium is paid).
<b>Territorial limit</b>	The United Kingdom of Great Britain and Northern Ireland.
<b>Choice of law</b>	Unless otherwise agreed in writing by us, this insurance is governed by the laws applying to England and Wales.
<b>Eligible tenancy agreements</b>	<ul style="list-style-type: none"> <li>a) Properties let under an assured shorthold tenancy, a short assured tenancy or an assured tenancy as defined by the Housing Act 1988 (updated and amended by the Housing Act 1996) and the Assured Tenancies (Amendment) (England) 2010 or the Housing (Scotland) Act 1988 or a private residential tenancy (as defined in the Private Housing (Tenancies) (Scotland) Act 2016); or</li> <li>b) Properties let under a contractual tenancy agreement created after 1988 where the property is let for residential purposes and the annual rent is no more than £100,000 and the provisions of the Housing Acts in England, Wales and Scotland do not apply; or</li> <li>c) Properties let under the Private Tenancies (Northern Ireland) Order 2006; or</li> <li>d) Properties let to a limited company or business partnership for residential use; or</li> <li>e) Properties where you permanently live at that property and have at least one written licence agreement which contains a termination clause.</li> </ul>

<p><b>What you need to do before reporting a claim under this insurance</b></p> <p><b>Upon discovery of dilapidations you (or a person acting on your behalf to manage the letting of your property) must:</b></p> <ul style="list-style-type: none"> <li>• take all reasonable steps to recover dilapidations from the tenant;</li> <li>• issue the tenant with a letter confirming they are responsible for remedying any dilapidations within a 14 day period;</li> <li>• visit your property immediately on expiry of the 14 day period to ensure that dilapidations have been remedied. If they have not, then you must serve the correct notices on the tenant to gain possession of your property.</li> </ul> <p><b>Where you have a subsequent dilapidations dispute with your tenant you must:</b></p> <ul style="list-style-type: none"> <li>• notify CPA within 30 days of the date you and the tenant first disagree over dilapidations or where the tenant absconds from your property before you are able to obtain a dilapidations inventory. CPA will then advise you how to proceed and attempt to resolve your dilapidations dispute with the tenant within a 30 day period.</li> </ul> <p><b>Where CPA are unable to recover dilapidations from your tenant within 30 days of your claim:</b></p> <ul style="list-style-type: none"> <li>• CPA will pass details of your dispute to us for payment of your dilapidations and we will decide whether there is a reasonable prospect of pursuing the tenant for recovery or resolving any dispute about the dilapidations owed.</li> </ul>
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Features and benefits	Significant exclusions or limitations	Where to look in the policy wording
<p>Where we have accepted your claim under this insurance, the insurer will pay either:</p> <ul style="list-style-type: none"> <li>• legal costs and expenses, up to the limit of indemnity, to negotiate settlement of your dilapidations claim against your tenant; or</li> <li>• where we are not able to negotiate a settlement of your dilapidations claim against the tenant, an amount equivalent to a maximum of six weeks' rent.</li> </ul>	<p>The most the insurer will pay for any one insured event arising at the same time or from the same originating cause is £50,000.</p>	<p>Meaning of words and terms – limit of indemnity</p>
	<p>We will not cover any event or dispute you were aware of before this insurance started.</p>	<p>General exclusions applying to the whole policy 1)</p>
	<p>Disputes which are reported to CPA more than 30 days after the date when you and the tenant first disagree over dilapidations or where the tenant absconds from your property before you are able to obtain a dilapidations inventory, and where that delay adversely affects your claim's reasonable prospects of success and/or causes prejudice to your claim.</p>	<p>General exclusions applying to the whole policy 2)</p>
	<p>The insurer will not pay any costs incurred before we have accepted your claim or costs which we have not authorised in advance.</p>	<p>General exclusions applying to the whole policy 3 a)</p>
	<p>There must always be more than a 50% chance that your claim will have a successful outcome.</p>	<p>Meaning of words and terms – reasonable prospects of success</p>
<p>We will select an appointed adviser of our choice to deal with your claim.</p> <p>Where it is necessary to issue legal proceedings or if a conflict of interest arises, you are free to nominate a legal representative of your choice.</p>	<p>Your chosen legal representative must agree to our standard adviser's terms of appointment and the most the insurer will pay for any claim is no more than the amount that would have been paid to our own choice of appointed adviser.</p>	<p>General conditions applying to the whole policy 2 c)</p>
Features and benefits	Significant exclusions or limitations	Where to look in the policy wording
<p><b>Insured event – Dilapidations Disputes</b></p>		
<p>a) If you are unable to recover dilapidations on expiry of the tenancy agreement or the tenant has absconded, the insurer will pay for CPA to pursue the tenant for dilapidations.</p> <p>b) If CPA are unable to recover the dilapidations within 30 days of reporting your claim, the insurer will pay:</p> <ul style="list-style-type: none"> <li>• the amount of dilapidations owed by the tenant;</li> <li>• legal costs and expenses to recover the dilapidations or to negotiate your legal rights in a dispute about the dilapidations.</li> </ul>	<p>The amount in dispute must exceed £150.</p>	<p>What you are covered for <i>Please note that in a) and b) (i)</i></p>
	<p>Unless the tenant has absconded, you must have provided the tenant with a check-out report signed by an appropriately qualified inventory clerk.</p>	<p>What you are covered for <i>Please note that in a) and b) (ii)</i></p>
	<p>Your claim must be supported by written estimates (where possible) of all dilapidations which have been agreed and signed-off by an appropriately qualified inventory clerk.</p>	<p>What you are covered for <i>Please note that in a) and b) (iii)</i></p>
	<p>You or an appropriately qualified inventory clerk must have inspected your let property and completed a mid-term inspection at least once in any 26 week period.</p>	<p>What you are covered for <i>Please note that in a) and b) (iv)</i></p>

**Important note: This policy excludes certain situations and circumstances and it is important that you read the policy wording to ensure you are familiar with its terms and conditions and that it meets your demands and needs. If you have any queries over the suitability of this cover and its terms and conditions, then please contact your insurance adviser.**

# POLICY SUMMARY AND OTHER IMPORTANT INFORMATION

## Cancellation rights

You can cancel this insurance within 14 days of taking it out, or within 14 days of receiving your policy documents, whichever is later. You will be entitled to a full refund of premium paid as long as no claims have been made during the current period of insurance.

At all other times you or we can cancel this insurance subject to 7 days' notice. Subject to the terms of business between you and the person who sold you this insurance, you may be entitled to a partial refund as long as no claims have been made in the current period of insurance.

If there is evidence of a fraudulent or exaggerated claim, we can cancel this insurance from the date of the alleged claim and can recover any sums paid in respect of that fraudulent or exaggerated claim. No refund of premium will be payable.

Full details of cancellation rights can be found in the policy wording.

## What to do if you need to report a dilapidations dispute

Where you have followed the policy conditions following discovery of dilapidations, you must report your dilapidations dispute to CPA within 30 days of the date when you and the tenant first disagree over dilapidations or when the tenant absconds from your property before you are able to obtain a dilapidations inventory.

CPA will advise you how to proceed and may also ask you for additional information including confirmation of a mid-term inspection and a copy of a dilapidations inventory. Any additional information requested must be forwarded within 15 days of the date you first notified CPA of your dispute.

If CPA are unable to successfully resolve your dispute within 30 days, they will pass details of your dispute to us and we will decide whether to accept this as a claim under this insurance.

Under no circumstances should you instruct your own lawyer or legal representative or incur any costs before we have accepted a claim as we will not pay any costs incurred without our agreement.

Full details of the claims procedure can be found in the policy wording.

## The insurer

This insurance is underwritten by International Insurance Company of Hannover SE who are registered in Germany, registration number HRB 211924.

Registered Office: Roderbruchstraße 26, 30655 Hannover, Germany, acting through its UK branch whose office is located at: 10 Fenchurch Street, London EC3M 3BE, United Kingdom.

Authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht and authorised and subject to limited regulation by the Financial Conduct Authority (FCA No. 659331).

## Financial Services Compensation Scheme

The insurer is covered by the Financial Services Compensation Scheme (FSCS) and you may be entitled to compensation from the scheme if they cannot meet their obligations. This will depend on the circumstances of the claim.

Further information about the compensation scheme arrangements can be found on the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk)

## What to do if you have a complaint

We will at all times endeavour to provide you with a high level of service. However, if things go wrong and you are not happy with our standard of service, please let us know:

Email: [complaints@legalprotectiongroup.co.uk](mailto:complaints@legalprotectiongroup.co.uk)  
Phone: **0333 700 1040**  
Post: **Customer Service Department,  
Legal Protection Group Limited,  
Lysander House, Catbrain Lane,  
Cribbs Causeway, Bristol BS10 7TQ**

If we are not able to resolve your complaint to your satisfaction, then you can contact the Financial Ombudsman Service as long as you are eligible to complain:

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Phone: **0800 023 4567** (free from a landline) or  
**0300 123 9123** (free from some mobile phones)  
Post: **Financial Ombudsman Service,  
Exchange Tower, London E14 9SR**

You can also visit their website

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

and follow the guidelines on how to complain.

Using the Financial Ombudsman Service does not affect your legal rights.

Full details of the complaints process can be found in the policy wording.

LEGAL PROTECTION GROUP LIMITED

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Registered in England and Wales, company number 10096688

[www.legalprotectiongroup.co.uk](http://www.legalprotectiongroup.co.uk)

Twitter: @LegalProGroup

