# **Tenant Deposit Legal Protection Insurance**



Insurance Product Information Document

# Company: Legal Protection Group

This insurance is

Product: Tenant Deposit Legal Protection

- Arranged and managed by Legal Protection Group Limited, registered in England and Wales number 10096688.
- An appointed representative of Eldon Insurance Services Limited, who are authorised and regulated by the Financial
  Conduct Authority (FCA No. 477112)
- Underwritten by Alwyn Insurance Company Limited, P.O. Box 1338, First Floor Grand Ocean Plaza, Ocean Village, Gibraltar. Registered in Gibraltar, number 106261.
- Authorised and regulated by the Gibraltar Financial Services Commission.

This document is a summary of cover highlighting the main features and benefits as well as the general conditions and exclusions of this policy. Full terms and conditions can be found in the policy wording. You will also receive a policy schedule showing the specific details of your policy and the cover(s) you have selected. Please take some time to read the policy documents when you receive them. It is important that you tell us as soon as possible if any of the information is incorrect. Please note, all amounts shown below include any applicable tax.

# What is this type of insurance?

Tenant Deposit Legal Protection is a legal expenses insurance contract which provides insured legal advice and representation following a dispute about dilapidations to a residential property 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);
- under the Housing (Scotland) Act 1988 or private residential tenancies defined in the Private Housing (Tenancies) (Scotland) Act 2016;
- under the Private Tenancies (Northern Ireland) Order 2006;
- to a limited company or business partnership for residential use;
- where you permanently live at the property and have at least one written licence agreement containing a termination clause.



#### What is insured? Dilapidations Disputes

- Up to £50,000 legal costs and expenses to pursue a former tenant for dilapidations to your let property:
  - at the expiry of the tenancy agreement; or
  - where your tenant has absconded from your let property before you are able to obtain a dilapidations inventory.
- Where we are unable to negotiate a settlement, we will pay the cost of the dilapidations up to a maximum equivalent to either 6 weeks' rent.





- Any circumstances you were aware of before the start date of this insurance.
- Claims reported to Advanced Rent more than 30 days after the dilapidations are first noted, where this delay affects our reasonable prospects of recovering dilapidations.
- Any costs incurred before we have accepted your claim or which we have not authorised in advance.

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## Are there any restrictions on cover?

Cover only applies where your dispute cannot be successfully resolved by Advanced Rent within 30 days.

- Unless the tenant has absconded, you must have provided the tenant with a check out report signed by an appropriately qualified inventory clerk. 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.
- 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.
- This is a claims-made policy, which means all claims must be reported to us while your policy is in force or within 14 days of its expiry.
- There must always be more than a 50% chance that any claim will have a successful outcome.
- We will always select the legal representative to assist with your claim. If proceedings are issued or if there is conflict of interest, you may choose your own legal representative providing they agree to our standard terms of appointment, including charging rates.

## Where am I covered?

The United Kingdom of Great Britain and Northern Ireland.



#### What are my obligations? You must:

- keep to the terms and conditions of the policy;
- supply LPG and your legal representative with honest and accurate information when asked to do so;
- take all reasonable steps to recover dilapidations from the tenant;
- issue the tenant with a letter confirming they are responsible for remedying dilapidations within a 14 day period;
- 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.
- notify LPG's dispute resolution service within 30 days of the dilapidations being noted.



### When and how do I pay?

The premium for this policy is payable to your broker before the intended start date (unless paid by monthly instalments). Your broker will confirm the total amount payable, payment dates and any available payment options.



### When does the cover start and end?

Unless otherwise agreed, your cover will last for one year, starting from the date specified in your policy schedule.



### How do I cancel the contract?

You can cancel this policy by notifying your broker within 14 days of either the start date or the date you receive your policy documents, whichever is later. Providing no claims have been made during the current period of insurance, the premium will be refunded in full.

You can cancel at any other time by giving your broker 7 days' notice. Providing no claims have been made during the current period of insurance, you will receive a pro-rata refund for the remaining time on cover and your broker may apply additional charges.