

**Tenant Deposit  
Legal Protection Insurance**  
Policy Wording



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# CONTRACT OF INSURANCE

## Introduction

Thank you for purchasing Tenant Deposit Legal Protection Insurance from Legal Protection Group Limited.

This insurance will provide assistance to pursue **your** legal rights in a **dilapidations** dispute with **your tenant** arising from the letting of **your insured property**.

**Important note: This insurance comes into effect only in circumstances where *Advanced Rent Limited* do not facilitate an agreement between **you** and **your tenant** in the event of a **dilapidations** dispute and the matter is subsequently passed to **us** to deal with as a **claim**.**

This is **your** Tenant Deposit Legal Protection policy document and it provides evidence of the contract between **you** and the **insurer**.

This document forms part of **your** policy, along with any attaching policy schedule, endorsement or, where applicable, a completed proposal form. Together these documents will give **you** full details of **your** cover, which **INSURED EVENT** is in force and the obligations between **you** and **us** and the **insurer**.

Please carefully read all documents and contact the person who sold **you** this insurance if **you** have any queries or if any information is missing, incorrect or needs to be changed. It is important that **you** inform the person who sold **you** this insurance of any inaccuracies or changes as soon as possible as failure to do so could adversely affect the terms of this insurance, including invalidating this policy or claims being rejected or not fully paid.

Please keep all documents in a safe place in the event **you** need to refer to its terms and conditions or make a claim.

## Our obligation to you

In return for **you** paying or agreeing to pay the premium:

- a) **we** will provide cover for a **claim**, subject to the terms, exclusions and conditions detailed in this policy wording, **your** policy schedule any endorsements; and
- b) the **insurer** will pay **adviser's costs and expenses** up to the **limit of indemnity** for any one **INSURED EVENT**.

**Provided that:**

- (i) **your dilapidations** dispute is reported to **Advanced Rent Limited** within 30 days of the **date of occurrence**;
- (ii) **Advanced Rent Limited** are not able to facilitate an agreement between **you** and **your tenant** within 30 days of **you** notifying **Advanced Rent Limited** of **your dilapidations** dispute;
- (iii) the **INSURED EVENT** happens in the **territorial limit**;
- (iv) the **INSURED EVENT** always has **reasonable prospects of success** which must be present throughout the duration of **your claim**;
- (v) any proceedings or other methods **we** agree to resolve **your claim** are dealt with by a court or other body within the **territorial limit**; and
- (vi) **you** have ensured that each **tenant** (or, where appropriate, their guarantor) has satisfactorily passed a reference from an approved tenant referencing agency and can provide evidence to confirm this.

### Legal Protection Group Limited and Legal Claims Group Limited Head and Registered Office

Lysander House, Catbrain Lane, Cribbs Causeway, Bristol BS10 7TQ

Registered in England and Wales. Legal Protection Group Limited company number 10096688. Legal Claims Group Limited company number 11033103. Website: [www.legalprotectiongroup.co.uk](http://www.legalprotectiongroup.co.uk)

Legal Protection Group Limited (firm reference number 749446) is an appointed representative of Eldon Insurance Services Limited (firm reference number 477112). Eldon Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.

This Tenant Deposit Legal Protection Insurance is underwritten by Alwyn Insurance Company Limited (the **insurer**). Further information concerning the **insurer** can be found in the **General information** section of this policy.

## What to do if you have a dilapidations dispute with your tenant

- a) Where **you** have a **dilapidations** dispute with **your tenant**, **you** must report this matter to **Advanced Rent Limited** who will then advise **you** how to proceed:

by phone: **01603 227056** (lines are open Monday to Friday, 9am to 5pm); or

by email (and also outside of office hours): **TDLPclaims@advancedrent.co.uk**; or

by post: Advanced Rent Limited, Claims Department, Unit 1, St Mary's Court, Carlton Forehoe, Wymondham, Norfolk NR9 4AL.

***Any dilapidations dispute must be reported to Advanced Rent Limited within 30 days of the date of occurrence. Failure to do so may lead to any subsequent claim not being covered under this insurance if that delay adversely affects its reasonable prospects of success and/or causes prejudice to your claim (please see General exclusions applying to the whole policy 2)).***

- b) **Advanced Rent Limited** may require additional information which could include, but is not strictly limited to: copies of tenancy agreements, tenant reference checks, confirmation of a **mid-term inspection** and a copy of a **dilapidations inventory**. Any additional information or supporting documents requested must be forwarded within 15 days of the date **you** first notified **Advanced Rent Limited** of **your dilapidations** dispute.
- c) Where **Advanced Rent Limited** are unable to successfully resolve **your dilapidations** dispute within 30 days of notification, they will pass the details of **your** dispute to **us** and **we** will decide whether to accept this as a **claim** and:
- appoint an **appointed adviser** to negotiate a settlement; or
  - arrange for the **insurer** to pay **you** the amount **you** are claiming from the **tenant**, subject to the **limit of indemnity** (please refer to **Meaning of words and terms – Limit of indemnity b**)).
- d) Under no circumstances should **you** instruct **your** own lawyer or legal representative or incur any costs before **we** have accepted the **claim** as the **insurer** will not pay any costs incurred without **our** agreement. Unless it is necessary to start legal proceedings (starting an action in a court to settle a dispute) or if there is a conflict of interest (where **our** chosen **appointed adviser** cannot act for **you** as to do so would breach their professional code of conduct), **we** will appoint **our** own **appointed adviser** to act on **your** behalf if **we** accept **your claim**.
- e) Once all relevant information has been received, **your claim** will be assessed and **we** will let **you** know if **we** can help. Please note that **reasonable prospects of success** must be present throughout the duration of any **claim** and cover could be withdrawn if at any stage **reasonable prospects of success** no longer exist which could be as a result of new information emerging regarding the **claim** or as legal arguments develop.
- f) If **we** are unable to cover **your claim**, then **we** will explain the reasons why and discuss any other available methods (which may be at **your** expense) to help achieve a successful outcome.

## Meaning of words and terms

The following words or phrases have the same meaning wherever they appear in this policy document:

<b>Advanced Rent Limited</b>	The agent who has arranged this policy for <b>you</b> .
<b>adviser's costs and expenses</b>	<p>a) Reasonable and necessary costs, fees and disbursements chargeable by the <b>appointed adviser</b>, in respect of <b>your claim</b>, which have been agreed by <b>us</b> in accordance with <b>our standard adviser's terms of appointment</b>.</p> <p>b) Costs and disbursements incurred by the other party in civil cases in respect of <b>your claim</b> if <b>you</b> are ordered to pay them, or pay them with <b>our</b> agreement.</p>
<b>appointed adviser</b>	The law firm or other suitably qualified person, appointed by <b>us</b> to act on <b>your</b> behalf, in respect of a <b>claim</b> under the terms and conditions of this insurance and in accordance with <b>our standard adviser's terms of appointment</b> .
<b>claim</b>	An <b>INSURED EVENT</b> which is reported to <b>us</b> by <b>Advanced Rent Limited</b> with a request for <b>us</b> to appoint an <b>appointed adviser</b> to help settle <b>your dilapidations</b> dispute.
<b>date of occurrence</b>	<p>a) The date when <b>you</b> and the <b>tenant</b> first disagree over <b>dilapidations</b> to <b>your insured property</b>; or</p> <p>b) the date on which the <b>tenant</b> absconds from <b>your insured property</b> and before <b>you</b> are able to obtain a <b>dilapidations inventory</b>.</p>
<b>dilapidations</b>	Items of disrepair or defects which the <b>tenant</b> is obliged to rectify or pay to have remedied under the terms of the <b>tenancy agreement</b> .
<b>dilapidations inventory</b>	A full and detailed inventory of the fixtures, fittings and contents within <b>your insured property</b> and a check-in report detailing their condition, which have been signed by the <b>tenant</b> at the start of the <b>tenancy agreement</b> and regularly checked as part of a <b>mid-term inspection</b> .
<b>insured property</b>	The property specified in <b>your</b> schedule which is: <p>a) occupied for residential purposes;</p> <p>b) located in the <b>territorial limit</b>; and</p> <p>c) let under a <b>tenancy agreement</b>.</p>
<b>insurer</b>	Alwyn Insurance Company Limited.
<b>limit of indemnity</b>	The most the <b>insurer</b> will pay for any one <b>INSURED EVENT</b> is: <p>a) £50,000 to negotiate a settlement in respect of <b>your claim</b>; or</p> <p>b) where <b>we</b> are not able to negotiate a settlement in respect of <b>your claim</b>, the <b>insurer</b> will instead pay the amount <b>you</b> are claiming from the <b>tenant</b>, subject to a maximum amount equivalent to 6 weeks' rent. The amount payable will be based upon the monthly rent specified in the <b>tenancy agreement</b>.</p>
<b>mid-term inspection</b>	A thorough and detailed inventory of <b>your insured property</b> at no more than 26 weeks from the start date of the <b>tenancy agreement</b> and every 26 weeks thereafter, which references the <b>dilapidations inventory</b> and reports any <b>dilapidations</b> to the <b>tenant</b> for remedy within a 14 day period.
<b>period of insurance</b>	The period of time covered by this policy as shown in <b>your</b> schedule and any further period(s) this insurance is renewed for.
<b>reasonable prospects of success</b>	For any <b>claim</b> under an <b>INSURED EVENT</b> , there must always be more than a 50% chance that <b>you</b> will: <p>a) recover any losses or damages; or</p> <p>b) succeed in enforcing a judgment or obtaining a legal remedy which <b>we</b> have agreed to. In all cases <b>we</b> or a suitably qualified expert acting on <b>our</b> behalf will assess whether <b>reasonable prospects of success</b> exist. This assessment will also take into account whether a reasonable person would wish to pursue such a dispute if this insurance was not in force.</p>
<b>standard adviser's terms of appointment</b>	A separate agreement <b>we</b> require an <b>appointed adviser</b> to enter into with <b>us</b> . This agreement sets out the <b>appointed adviser's</b> responsibilities and the amounts the <b>insurer</b> will pay the <b>appointed adviser</b> in respect of an <b>INSURED EVENT</b> .

## Meaning of words and terms (continued)

The following words or phrases have the same meaning wherever they appear in this policy document:

<b>tenancy agreement</b>	A written legally binding agreement, containing an enforceable termination clause, between <b>you</b> and the <b>tenant</b> to occupy <b>your insured property</b> : <b>a)</b> which is 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 <b>b)</b> under a contractual tenancy agreement created after 1988 where <b>your insured property</b> 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 <b>c)</b> which is let under the Private Tenancies (Northern Ireland) Order 2006; or <b>d)</b> which is let to a limited company or business partnership for residential use; or <b>e)</b> where <b>you</b> permanently live at <b>your insured property</b> and have at least one written licence agreement which contains a termination clause.
<b>tenant</b>	The person(s) named in the <b>tenancy agreement</b> who occupies or has occupied <b>your insured property</b> .
<b>territorial limit</b>	The United Kingdom of Great Britain and Northern Ireland.
<b>we, us, our</b>	<b>a)</b> Legal Protection Group Limited, who administer and manage this insurance on behalf of the <b>insurer</b> . <b>b)</b> Legal Claims Group Limited, who administer all claims under this insurance on behalf of the <b>insurer</b> .
<b>you, your</b>	The person named in the schedule who has purchased this insurance, or any person acting on their behalf to manage the letting of <b>your insured property</b> .

## INSURED EVENT

### Dilapidations Disputes

**Important note:** The following cover only applies after **you** have reported **your dilapidations dispute** to **Advanced Rent Limited** and where **Advanced Rent Limited** are not able to successfully resolve that dispute within a 30 day period and have subsequently reported this dispute to **us** as a **claim**.

What you are covered for
<b>a) Adviser's costs and expenses</b> to pursue <b>your</b> legal rights at the expiry of the <b>tenancy agreement</b> in a dispute with the <b>tenant</b> over <b>dilapidations</b> to <b>your insured property</b> ; <i>Please note that <b>you</b> must have provided the <b>tenant</b> with a check-out report signed by an appropriately qualified inventory clerk.</i> <b>or</b> <b>b) Adviser's costs and expenses</b> to pursue <b>your</b> legal rights where <b>your tenant</b> has absconded from <b>your insured property</b> before <b>you</b> are able to obtain a <b>dilapidations inventory</b> ; <i>Please note that in <b>a)</b> and <b>b)</b>:</i> <i>(i) the amount in dispute must be more than £150;</i> <i>(ii) <b>your claim</b> must be supported by written estimates (where possible) of all <b>dilapidations</b> which have been agreed and signed-off by an appropriately qualified inventory clerk; and</i> <i>(iii) <b>you</b> or an appropriately qualified inventory clerk must have inspected <b>your insured property</b> and completed a <b>mid-term inspection</b> at least once in any 26 week period.</i>

Your obligations in relation to dilapidations before reporting a dilapidations dispute
Where <b>dilapidations</b> have been discovered and before <b>you</b> can report a <b>dilapidations</b> dispute to <b>Advanced Rent Limited</b> , <b>you</b> must: <b>a)</b> have exhausted all reasonable steps taken to recover <b>dilapidations</b> from the <b>tenant</b> ; <b>b)</b> issue the <b>tenant</b> with a letter confirming that the <b>tenant</b> is responsible for remedying any <b>dilapidations</b> within a 14 day period, if such <b>dilapidations</b> are discovered during or on renewal of the <b>tenancy agreement</b> ; and <b>c)</b> visit <b>your insured property</b> immediately on expiry of the 14 day period to ensure those <b>dilapidations</b> have been remedied. If <b>dilapidations</b> have not been remedied on expiry of the 14 day period, <b>you</b> must then serve the correct notices on the <b>tenant</b> in order to gain possession of <b>your insured property</b> .

## General exclusions applying to the whole policy

There is no cover for:

**1) Disputes arising before this insurance started**

Any event or dispute which **you** were aware of, or should reasonably have been aware of, which could give rise to a **dilapidations** dispute or a subsequent **claim** under this insurance and existed or happened before this insurance first started.

**2) Disputes notified outside of the reporting period**

Any **dilapidations** dispute reported to **Advanced Rent Limited** more than 30 days after the **date of occurrence** and where that delay adversely affects **your claim's reasonable prospects of success** and/or where that delay causes prejudice to **your claim**.

**3) Costs incurred and legal action we have not authorised**

- a) Any **adviser's costs and expenses** or other costs incurred:
  - (i) before **we** have accepted a **claim**; and/or
  - (ii) which **we** have not authorised in advance.
- b) Any action taken by **you** which **we** or the **appointed adviser** have not agreed to.

**4) Fines and court awards**

- a) Fines, compensation, damages or penalties awarded against **you**.
- b) Any costs **you** are ordered to pay by a court of criminal jurisdiction.

**5) Shortfalls in awards**

Any shortfall between the settlement awarded by a court or other authority and the amount **you** originally demanded to cover the cost of **dilapidations**.

**6) Wilful acts**

Any **claim** resulting from an act which is wilfully carried out and the outcome of which is consciously intended by **you**.

**7) Judicial Review and challenges to legislation**

- a) Judicial Reviews (reviewing the way a decision has been made by a government authority, local authority or other public body), coroner's inquests or Fatal Accident Inquiries.
- b) Any challenges to current or proposed legislation.

**8) Freehold, leasehold and rent reviews or assessments**

Any **claim** relating to:

- a) purchasing a freehold or extending a leasehold;
- b) registering, reviewing or assessing rents or matters relating to Land Tribunals, Leasehold Valuation Tribunals, Rent Tribunals or Rent Assessment Committees.

**9) Disputes with us, the insurer or the appointed adviser**

Any claim made against **us**, the **insurer** or the **appointed adviser** (please also refer to **General conditions applying to the whole policy 8**)).

**10) War, terrorism, radioactive contamination and pressure waves**

Any **claim** resulting directly or indirectly from or in connection with:

- a) war, terrorism, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, uprising, military or usurped power;
- b) ionising radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel;
- c) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it;
- d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

## General conditions applying to the whole policy

**You** must keep to these conditions as failure to do so may lead to **us** refusing a **claim**, withdrawing from a **claim** or cancelling this insurance (please refer to **condition 10**).

### 1) Your general obligations

**You** must:

- a) keep to the terms and conditions of this policy;
- b) take all reasonable precautions to prevent or minimise the risk of a **claim** occurring under this policy and to avoid incurring any unnecessary costs;
- c) supply **us** and **Advanced Rent Limited** with honest and accurate information when asked to do so;
- d) have a signed **tenancy agreement** before granting possession of **your insured property** to the **tenant**;
- e) have a forwarding address for the **tenant** which should also be included in **your** outgoing inventory (unless that **tenant** has absconded from **your insured property** and cannot be traced);
- f) comply with all statutory legislation relating to the letting of **your insured property**; and
- g) ensure that all posted pre-agent notices and pre-proceeding notices are sent by recorded delivery.

### 2) Appointment of an appointed adviser

- a) Where **we** have accepted **your claim**, **we** will appoint an **appointed adviser** who may be able to negotiate settlement before or without the need for court action.
- b) If **your claim** cannot be settled by negotiation and it becomes necessary for legal proceedings to be issued (starting an action in court to settle a dispute), or if a conflict of interest arises (where **our** chosen **appointed adviser** cannot act for **you** as to do so would breach their professional code of conduct), **you** are free to nominate a law firm or suitably qualified representative to act as the **appointed adviser**.
- c) Any law firm or suitably qualified representative nominated by **you** must agree to represent **you** in accordance with **our standard adviser's terms of appointment** (which are available on request) and the most the **insurer** will pay is no more than the amount the **insurer** would have paid to **our** own choice of **appointed adviser**.

### 3) Conduct of the claim

a) **You** must:

- (i) co-operate fully with **us** and the **appointed adviser** and provide any relevant information, documentation and evidence in connection with a **claim** when asked to do so; and
- (ii) keep **us** and the **appointed adviser** fully informed of any developments and instruct the **appointed adviser** to provide **us** with any information **we** ask for.

b) **You** must not:

- (i) act in any way which obstructs **us** or the **appointed adviser** or hinders the progress of a **claim**; and
- (ii) incur any **adviser's costs and expenses** or any other costs or amounts without **our** consent.

c) **We** can:

- (i) contact the **appointed adviser** at any time and have access to all documents and information regarding **your claim**;
- (ii) withdraw funding for a **claim** and pursue **you** to recover **adviser's costs and expenses** or other costs or amounts already paid, if **you** pursue or withdraw from that **claim** without **our** consent or fail to pass on any instructions to the **appointed adviser**;
- (iii) withdraw funding for a **claim** if **you** dismiss the **appointed adviser** without **our** consent and there is no valid cause to do so, or if the **appointed adviser** refuses to continue acting for **you** with **our** consent and there is valid cause to do so; and
- (iv) withdraw funding for a **claim** if at any time **we** believe **reasonable prospects of success** are no longer present. The **insurer** will still pay any **adviser's costs and expenses** or other costs or amounts **we** have agreed to, prior to **reasonable prospects of success** no longer being present.

### 4) Claims settlement

- a) **You** must tell **us** immediately an offer to settle a **claim** is received and must not enter negotiations to settle a **claim** without **our** prior consent.
- b) If **you** refuse a fair and reasonable offer to settle a **claim**, **we** will be entitled to withdraw funding for that **claim** and the **insurer** will pay no further **adviser's costs and expenses** or other costs or amounts.
- c) **We** may decide to settle a **claim** by instructing the **insurer** to pay the reasonable value of that **claim** instead of pursuing or continuing with any action in court. In such cases **we** may decide to pursue the other party for the amount the **insurer** has paid to **you** and **you** must allow **us** to take over and continue the **claim** in **your** name and provide **us** with any information in support of this action.

## General conditions applying to the whole policy (continued)

### 5) Costs recovery and assessment of costs

You must:

- a) take all reasonable steps to recover **adviser's costs and expenses** or any other costs or amounts, or any monies received from the **tenant** and pay such sums recovered to **us**;
- b) tell the **appointed adviser** to have **adviser's costs and expenses** taxed, assessed and audited and/or have their claims file audited by **us**, if **we** ask for this. If it is established that **adviser's costs and expenses** or any other costs have been billed which have not been agreed by **us**, the **insurer** reserves the right to refuse to pay these unauthorised costs.

### 6) Other insurance and apportionment of costs

If any **adviser's costs and expenses** or other costs or amounts covered by this insurance are also covered under an alternative insurance policy, or would have been covered if this insurance did not exist, the **insurer** will only pay their share of these costs.

### 7) Obtaining a legal opinion

**We** may require **you**, at **your** own expense, to obtain an independent opinion from a barrister or other expert agreed between **you** and **us** over a **claim's** merits, financial value or **reasonable prospects of success**. If the opinion supports **you** and there are clear merits in proceeding with that **claim**, the costs incurred by **you** in seeking that opinion will be reimbursed.

### 8) Disputes with us

If there is a dispute between **you** and **us** over this policy, which cannot be resolved through **our** internal complaints handling process, **you** are entitled to seek a resolution through the Financial Ombudsman Service as long as **you** are eligible to complain.

Where the Financial Ombudsman Service cannot deal with that complaint, the dispute shall be referred to arbitration which is a formal and binding process where disputes are resolved by independent arbitrators in accordance with the Arbitration Act. The arbitrator will be chosen jointly by **you** and **us**. If **we** are not able to agree on the appointment of an arbitrator with **you**, the President of the Chartered Institute of Arbitrators will decide.

The decision of the appointed arbitrator is binding and the arbitrator may require **you** or the **insurer** to pay the costs.

### 9) Your cancellation rights

#### a) Cooling-off period

**You** can cancel this insurance, without giving any reason, within 14 days of its start date or within 14 days of receiving **your** policy documents, whichever is later.

If **you** wish to exercise this right, **you** must notify the person who sold **you** this insurance. **You** will be entitled to a full refund of premium paid as long as **you** have not made a **claim** under this insurance during the current **period of insurance**.

#### b) Outside the cooling-off period

**You** can cancel this insurance at any other time, subject to providing the person who sold **you** this insurance with 7 days' notice. As long as **you** have not made a claim under this insurance during the current **period of insurance** and subject to the terms of business between **you** and the person who sold **you** this insurance, **you** may be entitled to a partial refund of premium.

In the event of cancellation, the person who sold **you** this insurance may apply an administration charge. Please contact them for more information on any charges applied.

## General conditions applying to the whole policy (continued)

### 10) Our cancellation rights

#### a) General

**We** can cancel this insurance at any time, where there is a valid reason to do so, subject to providing **you** with 7 days' notice. Reasons for cancellation may include, but are not strictly limited to:

- (i) **you** have failed to co-operate with **us** or the **appointed adviser** and this failure has significantly hindered **our** ability to deal with a **claim** or administer this insurance; and/or
- (ii) a premium payment is due or a costs recovery is still outstanding by the end of the final deadline notified to **you**.

#### b) Fraudulent or dishonest claims

If **we** have evidence that **you** have made a fraudulent, dishonest or exaggerated **claim**, or have deliberately misled **us** or the **appointed adviser** when presenting relevant information in support of a **claim**, **we** reserve the right to cancel this insurance from the date of the alleged **claim** or misrepresentation and recover from **you** any **adviser's costs and expenses** or other costs or amounts already paid in respect of that **claim**, which the **insurer** otherwise would not have paid. **We** will also not refund any premium paid by **you**.

If fraudulent activity or false or inaccurate information is identified, **we** may, at **our** discretion, pass details to fraud prevention or law enforcement agencies who have the right to access and use this information, which could result in a prosecution.

### 11) Persons involved in this contract of insurance

Unless expressly stated otherwise, any person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this insurance.

### 12) Choice of law and Acts of Parliament

- a) Unless otherwise agreed in writing, this insurance is governed by the laws applying to England and Wales.
- b) Any Acts of Parliament or Statutory Instruments referred to in this insurance shall include equivalent legislation in Scotland and Northern Ireland and shall also include any subsequent amending or replacement legislation.

## General information

### Policy amendments

In the event of a change of **tenant**, as long as one original **tenant** remains at **your insured property** under a **tenancy agreement**, **Advanced Rent Limited** will amend **your** policy schedule to acknowledge this change, subject to that original **tenant** having satisfactorily passed a reference from an approved tenant referencing agency.

If a new **tenancy agreement** is drafted, a new policy will subsequently be required and a new premium charged. Please also note that any mid-term adjustments will be subject to a £10 administration charge.

### The insurer

This insurance is 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.

### The 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 the **insurer** 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)

## General information (continued)

### Data protection notice

In order to manage this insurance, including the provision of helpline services, claims handling, underwriting and other administrative duties, **we** may need to share personal information which has been given to **us** with other parties such as insurers, insurance intermediaries, law firms, experts, regulatory authorities or agents providing services to **us** or on **our** behalf. **We** will only request necessary information from **you** and will only use it and disclose it in the course of arranging and administering this insurance.

Any personal information **we** hold about **you** will be retained by **us** for a period of seven years after this insurance expires and in any event, for the minimum periods required by relevant laws and regulations. This information may need to be retained for legal and regulatory reasons and for legitimate business purposes including (but not strictly limited to) establishing, pursuing or defending legal claims.

Sometimes **we** may need to send **your** personal information to agents based outside of the European Economic Area and in doing so will ensure that those agents apply the same levels of confidentiality, protection and security that are applied by **us**.

In arranging and managing this insurance and administering claims, **we** will comply with the provisions of the Data Protection legislation which is directly applicable in the United Kingdom (this includes the General Data Protection Regulation (EU) 2016/679 (otherwise known as GDPR) as well as any subsequent amending or replacement Data Protection legislation which is directly applicable in the United Kingdom) and unless required to do so by law or a professional body, will not disclose **your** personal data to any other person or organisation without **your** consent.

**You** can find full details of **our** privacy policy on **our** website [www.legalprotectiongroup.co.uk](http://www.legalprotectiongroup.co.uk)

More information on the Data Protection Act and the principles in place to protect personal information can be found on the Information Commissioner's Office website <https://ico.org.uk/>

**You** have a right to obtain information **we** hold about **you**. This is called a Subject Access Request and in order to obtain such information, please write to:

**The Data Protection Officer, Legal Protection Group Limited, Lysander House, Catbrain Lane, Cribbs Causeway, Bristol BS10 7TQ**

If **you** have a concern about the way **we** have handled **your** personal data, then **you** have the right to report this to the Information Commissioner's Office:

**Website:** <https://ico.org.uk/concerns/>

**Phone:** **0303 123 1113** (lines are open Monday to Friday 9am to 5pm)

**Email:** [casework@ico.org.uk](mailto:casework@ico.org.uk)

## General information (continued)

### What to do if you have a complaint

**We** are committed to providing **you** with excellent customer service, but **we** accept that occasionally things go wrong. **We** take all complaints seriously and have a commitment across **our** business to treat all customers fairly. Where **we** have made a mistake, **we** want to put things right quickly.

If **you** are not happy with the standard of service provided by **us**, please let **us** know:

- **Email:** [complaints@legalprotectiongroup.co.uk](mailto:complaints@legalprotectiongroup.co.uk)
- **Phone:** **0333 700 1040** (lines are open Monday to Friday 9am to 5pm)
- **Post:** **Customer Service Department, Legal Protection Group Limited, Lysander House, Catbrain Lane, Cribbs Causeway, Bristol BS10 7TQ**

#### **As soon as a complaint is received:**

All complaints will be acknowledged in writing within five business days of receipt. If the complaint can be resolved within five business days, **our** letter will also outline the result of **our** investigation.

If **our** investigation is not resolved within five business days, **we** will aim to respond within four weeks of receiving the complaint.

If the complaint is about another party, such as a law firm who is acting for **you**, **we** will refer details of the complaint to that other party and confirm this course of action to **you** in writing.

#### **After we have investigated the complaint:**

**We** will write to **you** immediately notifying **you** of the outcome of **our** investigation. **We** will also advise that if **you** are not satisfied with the outcome, **you** may refer the matter to the Financial Ombudsman Service within the next six months\*.

#### **If we cannot resolve the complaint within 4 weeks:**

**We** will write to **you** and inform **you** that **our** investigation is continuing, giving the reasons for the delay and a date by which **we** expect to be able to contact **you** again.

#### **If we cannot resolve the complaint within 8 weeks:**

**We** will inform **you** of the reasons for the further delay and advise that if **you** are not satisfied with **our** progress then **you** may refer the complaint to the Financial Ombudsman Service within the next six months\*.

\*If **you** do not refer **your** complaint within the six month period, the **insurer** will not permit the Financial Ombudsman Service to consider **your** complaint and will only be able to do so in very limited circumstances such as where they believe that the delay in notifying **your** complaint was as a result of exceptional circumstances.

The Financial Ombudsman Service can be contacted:

- **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 [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) and follow the guidelines on how to complain and to also check their eligibility criteria.

**Important: This complaints notification procedure does not affect your right to take legal action.**