propertymark

Propertymark Client Money Protection (CMP) Scheme Cover

The Propertymark CMP Scheme offers recompense to tenants and landlords of rent, unprotected deposits and other client funds in the event that monies are misappropriated by a Propertymark firm.

What is Covered:

- **Direct Loss** - The Scheme provides for reimbursement only in respect of direct loss of client money and covers no indirect or consequential loss throughout the time that the agency is in membership of the Scheme
- **Limit per Claim**: £50,000 per claimant and £2,000,000 per company
- **Annual aggregate Scheme Limit**: £15,000,000

What is not covered:

- Monies misappropriated after a scheme member's termination of membership.
- Monies misappropriated by an employee of a firm which would be covered by the firms PI policy
- Where the agent is still trading and has refused to hand over funds to a tenant or landlord for whatever reason and should pursue recovery through the small claims court.
- Any loss of Client Money arising from an inadvertent error of the member firm; provided that this Exception shall not apply where such error has, whether directly or indirectly, facilitated or contributed to the misappropriation of money belonging to any Client or Member, in contravention of Propertymark rules.
- Any money which is held by a scheme members' firm or institutional investor member firm for or in connection with investment, saving, banking, conveyancing, mortgage or commissions due to be paid to introducers, suppliers or other third parties.
- Any loss arising from war, (whether foreign or civil, terrorism, rebellion, revolution, military uprising or any form of confiscation by the state.

How to make a claim:
Go to www.propertymark.co.uk/complaints/client-money-protection

Claims to the scheme must be made within 12 months from the date upon which Propertymark confirms on its website that claims for Client Money misappropriated by a particular Member Firm are being accepted.

Complete the application form. Supporting evidence will be required to evidence that monies due have not been received either in the form of a tenancy agreement, deposit protection certificate along with bank statements.

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