

## OneSearch Insure - Buyer's Policy

Sample Solicitors Ltd  
123 Sample Street  
Anytown  
AB12 3CD  
Sampleshire

**Address:** Policy Holder's Address  
456 Sample Lane  
Sampletown  
EF45 6GH

**Date of Instruction:** 27/10/2021  
**Your Ref:** -  
**Certificate No:** D01430226  
**Client Ref:** -  
**Policyholder:** Mr Test  
**Policy Number:** 4,334

Your Home Buyers Protection: Failed Residential Transaction Insurance policy has now been instructed.

Please find enclosed policy document which you should read to ensure that you fully understand the terms and conditions within.

Should you require assistance, or in the event you need to make a claim please call 0344 776 8373.



# Home Buyer's Protection Failed Residential Transaction Insurance

Policy Wording



**NORTHCOTTBEATON**  
INSURANCE BROKERS

**LEGAL PROTECTION GROUP LIMITED**

## Table of Contents

SECTION OF YOUR POLICY	PAGE NUMBER
<b>Contract of insurance</b>	<b>3</b>
Introduction	3
Our obligation to you	3
What to do if you need to make a claim	4
Meaning of words and terms	5-6
<b>Insured incidents</b>	<b>6-7</b>
Home Buying Costs	6-7
<b>General exclusions applying to the whole policy</b>	<b>8</b>
<b>General conditions applying to the whole policy</b>	<b>9-11</b>
<b>General information</b>	<b>11-12</b>
The insurer	11
The Financial Services Compensation Scheme	11
Data protection notice	11
What to do if you have a complaint	12

# CONTRACT OF INSURANCE

## Introduction

Thank you for purchasing Home Buyer's Protection Insurance from Legal Protection Group Limited.

This insurance will pay the **costs and expenses** incurred as a result of **you** failing to purchase a **residential property** in the following circumstances:

- The **seller** accepts an alternative offer on the **residential property** after previously accepting **your offer**
- An **adverse legal search**
- A survey which deems that significant remedial work is needed
- The mortgage lender's valuation being less than the sum offered for the purchase of the **residential property**
- An employers' relocation not proceeding
- Involuntary redundancy
- Death, unforeseen illness or bodily injury caused by a sudden or specific accident

This is **your** Home Buyer's Protection Insurance 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 schedule, endorsement or, where applicable, a completed proposal form. Together these documents will give **you** full details of **your** cover, which **insured incidents** are in force and the obligations between **you** and **us** and the **insurer**.

Please carefully read all documents and contact the **administrator** if **you** have any queries or if any information is missing, incorrect or needs to be changed. It is important that **you** inform the **administrator** of any inaccuracies or changes as soon as possible.

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 the cover and benefits detailed in this policy wording, subject to its terms, exclusions, conditions and any endorsements; and
- b)** the **insurer** will pay **costs and expenses**, up to the **maximum amount payable**, for any one **insured incident**.

**Provided that:**

- (i)** the **residential property** is located within the **territorial limit**;
- (ii)** the **date of occurrence** of the **insured incident** is during the **period of insurance**;
- (iii)** the **insured incident** is reported to **us** within 14 days of **you** first becoming aware that **your** attempt to purchase the **residential property** has failed; and
- (iv)** **you** are able to evidence and prove the circumstances surrounding **your** claim.



**Phil Bellamy, FCII, Chartered Insurer**

Director of Underwriting, Legal Protection Group Limited

**Legal Protection Group Limited Head and Registered Office**

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

Registered in England and Wales, company number 10096688

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 Home Buyer's Protection Insurance is underwritten by International Insurance Company of Hannover SE (the **insurer**). Further information concerning the **insurer** can be found in the **General information** section of this policy.

## What to do if you need to make a claim

If **you** need to report a claim under this insurance, please phone **our** claims reporting line on **0344 776 8373** which is open 9am-5pm Monday to Friday. All calls are recorded for training purposes.

Please have ready **your** policy number or the name of the organisation who sold **you** this insurance.

### Please note the following important information:

- a) **You** must report **your** claim to **us** on **0344 776 8373** as soon as **you** become aware of any circumstances which could give rise to a claim under this insurance and no less than 14 days after the **date of occurrence**.
- b) Be ready to provide as much information concerning the claim as possible, including a copy of the letter appointing **your** solicitor or conveyancer to purchase the **residential property**, confirmation of the reasons why the purchase did not proceed and any other evidence required in support of **your** claim. **You** may also be asked to complete a claims form as part of this process and also provide a copy of **your** policy wording which details the extent of **your** cover.
- c) **We** will not provide cover if the circumstances giving rise to a claim exist before the start date of this insurance (please refer to **General exclusions applying to the whole policy 1**)).
- d) Once all relevant information has been received, an assessment of **your** claim will be conducted and **we** will let **you** know if **we** can help and what **costs and expenses** the **insurer** will pay.
- e) 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>administrator</b>	Northcott Beaton Insurance Brokers Limited, 8 Orchard Court, Heron Road, Exeter EX2 7LL. Telephone number 01392 426046.
<b>adverse legal search</b>	Where one or more of the following: <b>a)</b> Regulated and Official Drainage search; <b>b)</b> Regulated and Official Local Authority search; <b>c)</b> Local Land Charges search; <b>d)</b> Land Registry search; and/or <b>e)</b> any other relevant searches, reveal an issue(s) concerning the <b>residential property</b> which prohibits or is seriously detrimental to <b>you</b> being able to buy that <b>residential property</b> . This includes (but is not strictly limited to): planning constraints/permissions, rights of way, location of public sewers, lack of mains drainage, landslips, subsidence, contaminated land, mining, chancel repair liability, restrictions on use of land and enforcement notices which affect the <b>residential property</b> . As a result of this search, the issue revealed must restrict <b>your</b> legal right to sell the <b>residential property</b> at a later date, or the issue reveals that some areas of the <b>residential property</b> do not have sufficient planning permission or legal permissions and these areas would need to be removed.
<b>costs and expenses</b>	<b>a)</b> Mortgage lender arrangement fees; <b>b)</b> mortgage lender valuation fees; <b>c)</b> <b>survey</b> fees and searches; <b>d)</b> disbursements; and <b>e)</b> conveyancing fees, all of which have been incurred by <b>you</b> after the <b>instruction date</b> in the course of <b>you</b> attempting to buy the <b>residential property</b> .
<b>date of occurrence</b>	The date <b>you</b> become aware, or should have become aware, that <b>your</b> purchase of the <b>residential property</b> will not be completed.
<b>employment</b>	The job or profession <b>you</b> or the <b>seller</b> is engaged in which provides <b>your</b> or the <b>seller's</b> main source of income.
<b>end date</b>	The date upon which one or more of the events listed in <b>General conditions applying to the whole policy 8)</b> occurs soonest.
<b>instruction date</b>	The date <b>you</b> instruct <b>your</b> solicitor to commence conveyancing work with the intention of completing the purchase of the <b>residential property</b> . If the <b>residential property</b> is purchased at an auction, this date will be when <b>your</b> bid to buy the <b>residential property</b> was successful.
<b>insured incident</b>	An incident or event or the first in a series of incidents or events, arising at the same time or from the same originating cause, which leads to a claim under this insurance and where <b>we</b> have agreed to provide cover under the terms and conditions of this insurance.
<b>insurer</b>	International Insurance Company of Hannover SE.
<b>maximum amount payable</b>	The most the <b>insurer</b> will pay in <b>costs and expenses</b> for any <b>insured incident</b> is £1,500.
<b>offer, offered</b>	The monetary amount <b>you</b> have bid to buy the <b>residential property</b> from the <b>seller</b> .
<b>period of insurance</b>	The period of time covered by this policy which commences from the <b>instruction date</b> and expires on the <b>end date</b> .
<b>residential property</b>	The property as declared to <b>us</b> which is: <b>a)</b> located within the <b>territorial limit</b> ; <b>b)</b> a private dwelling designed for people to live in or provide accommodation for; and <b>c)</b> the building and land <b>you</b> have made an <b>offer</b> on with the intention of making it <b>your</b> main residence. This property <b>must not</b> be solely or specifically designed or used for business or commercial purposes.
<b>seller</b>	The person(s) registered as the legal owner(s) of the <b>residential property</b> who intends or intended to sell the <b>residential property</b> to <b>you</b> .

## Meaning of words and terms (continued)

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

<b>survey</b>	A document provided to <b>you</b> by a RICS registered surveyor or a surveyor instructed by <b>your</b> mortgage lender which details the physical condition of the <b>residential property</b> and any remedial works that are required on the <b>residential property</b> .
<b>territorial limit</b>	England and Wales.
<b>we, us, our</b>	Legal Protection Group Limited, who administer and manage this insurance on behalf of the <b>insurer</b> .
<b>you, your</b>	The person(s) who has taken out this policy and who has instructed a solicitor to help them buy the <b>residential property</b> .
<b>your family members</b>	<b>Your</b> domestic partner and any other members of <b>your</b> family who permanently live with <b>you</b> .

## Insured incidents

### Insured incident – Home Buying Costs

<b>What you are covered for</b>
<p>The <b>insurer</b> will pay <b>costs and expenses</b> up to the <b>maximum amount payable</b> following <b>your</b> failure to buy the <b>residential property</b> which arises as a result of:</p> <p><b>a) Seller's withdrawal from sale</b>  the <b>seller</b> withdrawing their agreement to sell the <b>residential property</b> to <b>you</b> after they have accepted an alternative offer from another buyer of at least:</p> <ul style="list-style-type: none"> <li>• £1,000 more; or</li> <li>• £1,000 less</li> </ul> <p>than the amount that was <b>offered</b> by <b>you</b>;  <i><b>please note that you must be able to show documentation which verifies your accepted offer as well as the alternative offer which has been accepted by the seller and its amount;</b></i></p> <p><b>b) Your withdrawal from purchase</b>  <b>you</b> having to withdraw from the purchase of the <b>residential property</b> due to:</p> <p>(i) an <b>adverse legal search</b>;  <i><b>please note that:</b></i></p> <ul style="list-style-type: none"> <li>• <i>the <b>adverse legal search must not</b> have been known to <b>you</b> before <b>your offer</b> was accepted and before those search results were received by <b>you</b>; and</i></li> <li>• <i>the <b>adverse legal search must restrict your legal right to sell the residential property at a future date, or reveals that some areas of the residential property do not have sufficient planning permission or legal permissions and these areas would need to be removed;</b></i></li> </ul> <p>(ii) a <b>survey</b> which considers that structural defects exist, which require remedial work to be undertaken on the <b>residential property</b> and the cost of which is more than 10% of the sum <b>you</b> have <b>offered</b>;  <i><b>please note that it must be reasonably likely that you were not aware that any such structural defects existed when your offer was accepted and when the survey was commissioned;</b></i></p> <p>(iii) the mortgage lender's valuation of the <b>residential property</b> being less than 90% of the sum <b>offered</b> by <b>you</b>;  <i><b>please note that the survey must have a full professional valuation attached which shows the difference in value;</b></i></p>

## Insured incidents (continued)

### Insured incident – Home Buying Costs (continued)

#### What you are covered for

##### c) You or the seller withdrawing from the transaction

**you** or the **seller** having to withdraw from the transaction, resulting in **your** failure to purchase the **residential property** in the event of:

##### (i) Aborted relocation

**you** or the **seller's** employer decides to no longer move their premises from its original location, which **you** or the **seller** normally work at, to a different location;

*please note that you must have made the offer on the basis that you were intending to complete the transaction for the purpose of relocating for your work, or the seller must have accepted your offer as they were intending to complete the transaction for the purpose of relocating for their work;*

##### (ii) Unexpected redundancy

**you** or the **seller** unexpectedly being made involuntarily redundant from **your** or their **employment**;

*please note that:*

- cover does not apply where **you** or the **seller** have accepted voluntary redundancy; and
- the impending redundancy must not have been known about at the time **you** had **your offer** accepted;

##### (iii) Death or illness

**you**, **your family members** or the **seller** (or members of their family who permanently live with them) dying or suffering an unforeseen illness or physical bodily injury caused by a sudden and specific accident;

*please note that:*

- the illness, injury or condition must have occurred or been diagnosed after **you** had **your offer** accepted; and
- there is no cover for any claim relating solely to psychological injury or mental illness.

## General exclusions applying to the whole policy

There is no cover for the following:

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

Any event or matter which **you** were aware of or should reasonably have been aware of, which could give rise to a failed transaction and which existed or happened before the **instruction date**.

**2) Pre-inception costs**

Any **costs and expenses** incurred before the **instruction date**.

**3) Cost of supporting documentation**

Any costs incurred in obtaining information or documents to support **your** claim.

**4) Voluntary withdrawal from transaction**

Any transaction where **you** or the **seller** voluntarily withdraws, or withdraws for a reason not stated under **insured incident – Home Buying Costs**.

**5) Flood risks**

Any claim arising from or relating to flooding or potential flooding or where the **residential property** is classified as being located on a flood risk area.

**6) Action taken which we have not agreed to**

Any action **you** take which **we** have not agreed to or any action **you** take which hinders **us**.

**7) Failure to provide documentation**

Any claim where **you** are not able to provide **us** with documentation from either **your** solicitor/estate agent or the **seller's** solicitor/estate agent which are relevant to **your** claim. *(Whilst **we** may request information from them in order to support **your** claim, it is **your** responsibility to provide **us** with any documentation required).*

**8) Delays caused by you**

Any claim that occurs as a direct result of delays caused by **you**.

**9) Prior knowledge of valuation or remedial work**

Any claim where the true valuation or extent of remedial work required was clear to **you** before acceptance of **your offer** or instruction of a **survey/valuation**.

**10) Fines and court awards**

Fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority.

**11) Disputes with us, the insurer or the administrator**

A dispute with **us**, the **insurer** or the **administrator** not otherwise dealt with under **General conditions applying to the whole policy 6)**.

**12) Title defects**

Any defect in a title which can be rectified or for which an insurance policy can provide cover for.

**13) 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 8**).

### 1) Your 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; and
- c) supply **us** with honest and accurate information when asked to do so.

### 2) Conduct of the claim

a) **You** must:

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

b) **You** must not act in any way which obstructs **us** or hinders the progress of **your** claim.

c) **We** can withdraw from **your** claim and pursue **you** to recover **costs and expenses**, if **you** pursue or withdraw from that claim without **our** consent or fail to give **us** suitable instructions.

### 3) Claims settlement

a) **You** must tell **us** immediately if an offer to settle **your** claim is received and must not enter negotiations to settle **your** claim without **our** prior consent.

b) If **you** refuse a fair and reasonable offer to settle **your** claim, **we** will be entitled to refuse to pay any further **costs and expenses**.

### 4) Subrogation rights and costs recovery

a) **We** may decide to pursue another party to recover **costs and expenses** the **insurer** has paid to **you** and in such cases **you** must allow **us** to take over and continue **your** claim in **your** name and provide **us** with any information in support of this action.

b) **You** must take all reasonable steps to recover **costs and expenses** and pay such sums recovered to **us**.

### 5) Other insurance and apportionment of costs

If any **costs and expenses** 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.

### 6) 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** and if there is no agreement on the appointment of an arbitrator, 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.

### 7) Your cancellation rights

#### a) Cooling-off period

**You** can cancel this insurance, without giving any reason, within 14 days of the **instruction date** or within 14 days of receiving **your** policy documents, whichever is later. If **you** wish to exercise this right, **you** must notify the **administrator**. **You** will be entitled to a full refund of premium paid as long as **you** have not made a claim under this insurance.

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

**You** can cancel this insurance at any other time, subject to providing the **administrator** with 7 days' notice. As long as **you** have not made a claim under this insurance (or are not aware of any event or circumstance which could give rise to a claim under this insurance) and subject to the terms of business between **you** and the **administrator**, **you** may be entitled to a partial refund of premium. **Please note that you cannot make a claim if the circumstances giving rise to a claim under this insurance occur after this insurance is cancelled.**

In the event of cancellation, the **administrator** may apply an administration charge. Please contact them for more information on any charges applied.

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

### 8) Our cancellation rights

#### a) Automatic cancellation

This insurance will automatically cancel at the earliest occurrence of the following:

- (i) 12 months from the **instruction date**;
- (ii) the date on which **costs and expenses** are paid under this insurance and **your** claim is closed or where the **maximum amount payable** is reached which results in **your** claim being closed; or
- (iii) the date on which the transaction involving the **residential property** is successfully completed and no claim is made under this insurance.

#### b) General

Notwithstanding **a)** above, **we** can also cancel this insurance at any other 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** and this failure has significantly hindered **our** ability to deal with a claim or administer this insurance; and/or
- (ii) a premium payment is still due by the end of the final deadline notified to **you**.

#### c) Fraudulent or dishonest claims

If **we** have evidence that **you** have made a fraudulent, dishonest or exaggerated claim, or have deliberately misled **us** 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 **costs and expenses** 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.

### 9) 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.

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

- a) Unless otherwise agreed by **us** 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 also include any subsequent amending or replacement legislation.

### 11) Information you have provided

In deciding whether to accept this insurance and setting its terms including the premium payable, **we** have relied on the information provided by **you** or by someone acting on **your** behalf.

When answering any questions in relation to this insurance, **you** must take care to ensure that any information supplied is correct and accurate.

- a) If **we** subsequently establish that **you** or someone acting on **your** behalf have deliberately or recklessly provided **us** with untrue or misleading information, **we** reserve the right to:
  - (i) treat this insurance as if it never existed;
  - (ii) reject **your** claim; and/or
  - (iii) retain any premium paid.
- b) If **we** subsequently establish that **you** or someone acting on **your** behalf have carelessly provided **us** with untrue or misleading information:

#### Where we would not have provided you with any cover

- (i) **We** reserve the right to treat this insurance as if it never existed, reject a claim and return the premium **you** have paid.

#### Where we would have provided cover on different terms

- (ii) **we** reserve the right to treat this insurance as if it had been entered into on different terms to those previously agreed.

#### Where we would have charged more premium

- (iii) if **we** would have charged **you** a higher premium, then **we** reserve the right to reduce the amount of **costs and expenses** the **insurer** pays on any claim by the proportion that the premium **you** have paid bears to the premium **we** would have charged (*for example if the premium paid is 50% of the amount **we** would have charged, the **insurer** will only pay 50% of that claim*).

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

### 12) Changes to your circumstances

- a) **You** must tell the **administrator**, at the earliest opportunity, if there are any material changes to **your** circumstances which may affect this insurance. A circumstance is material if it influences **our** judgement in deciding whether to provide this insurance and on what terms.

Failure to disclose any material information could affect the extent of cover provided and could result in a claim not being paid in full, a claim being rejected or result in this insurance being cancelled. If **you** are in any doubt as to what information should be disclosed, please disclose it anyway.

- b) When a change in **your** circumstances is notified, **you** will be advised whether that change affects **your** policy which may result in this insurance being cancelled, the terms of this insurance being amended and/or a request for **you** to pay an additional premium to **us** (please also refer to **condition 11**).

## General information

### 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).

Details about the extent of its authorisation and regulation by the Financial Conduct Authority are available from **us** on request.

### 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)

### Data protection notice

In order to manage this insurance, including the provision of 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, **we** will comply with the provisions of the Data Protection Act 1998 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.

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:

- [complaints@legalprotectiongroup.co.uk](mailto:complaints@legalprotectiongroup.co.uk)
- **0333 700 1040** (lines are open Monday to Friday 9am to 5pm)
- **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 service provider, **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:

- [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- **0800 023 4567** (free from a landline) or
- **0300 123 9123** (free from some mobile phones)
- **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.**

LEGAL PROTECTION GROUP LIMITED

Head and Registered Office:

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

Registered in England and Wales, company number 10096688

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

Twitter: @LegalProGroup





Home Buyer's Protection  
Failed Residential  
Transaction Insurance

Key Facts Summary



**NORTHCOTTBEATON**  
INSURANCE BROKERS

## POLICY SUMMARY AND OTHER IMPORTANT INFORMATION

This is a summary of the cover provided under Home Buyers Protection - Failed Residential Transaction Insurance. 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>	Home Buyers Protection – Failed Residential Transaction Insurance will pay the costs and expenses incurred as a result of your attempted purchase of a residential property not being completed for the reasons insured under this policy.
<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>	This insurance will remain in force for 12 months from the date of commencement, unless one or more of the following events occur sooner (upon which this insurance will then terminate): (i) the date on which costs and expenses are paid in respect of a claim under this insurance or when the maximum amount payable under this insurance is reached; (ii) the date on which the property transaction is successfully completed; (iii) where this insurance is terminated in accordance with the policy terms and conditions.
<b>Territorial limit</b>	England and Wales.
<b>Choice of law</b>	Unless otherwise agreed by us in writing, this insurance is governed by the laws applying to England and Wales.

<b>Features and benefits</b>	<b>Significant exclusions or limitations</b>	<b>Where to look in the policy wording</b>
The insurer will pay: a) mortgage lender arrangement fees; b) mortgage lender valuation fees; c) survey fees and searches; d) disbursements; and e) conveyancing fees, up to the maximum amount payable, for the insured incidents listed below.	The most the insurer will pay for any one insured incident is £1,500.	<b>Meaning of words and terms – maximum amount payable</b>
	We will not cover any event or dispute you were aware of before this insurance started; or any costs incurred before this insurance started.	<b>General exclusions applying to the whole policy 1) and 2)</b>
	Claims must be notified to us as soon as you become aware of any circumstances that could give rise to a claim and no later than 14 days after the date of occurrence.	<b>What to do if you need to make a claim</b>

# POLICY SUMMARY AND OTHER IMPORTANT INFORMATION

Features and benefits	Significant exclusions or limitations	Where to look in the policy wording
<b>Insured incident – Home Buying Costs</b>		
<p>Your failure to buy the property due to:</p> <p><b>a) Seller's withdrawal from sale</b> The seller withdrawing from the sale of the property to you after they have accepted an alternative offer of at least £1,000 more or £1,000 less than the amount offered by you.</p>	<p>You must be able to show documentation which verifies your accepted offer as well as the alternative offer and its amount.</p>	<p><b>What you are covered for a)</b> – <i>please note that</i></p>
<p><b>b) Your withdrawal from purchase</b> You having to withdraw from the purchase of the property due to:</p> <p><b>(i)</b> an adverse legal search;</p> <p><b>(ii)</b> a survey revealing structural defects which needs remedial work, the cost of which is more than 10% of the sum you have offered for the property;</p> <p><b>(iii)</b> the mortgage lender's valuation of the property is less than 90% of the sum you have offered for the property.</p>	<p>The adverse legal search must not have been known to you before your offer was accepted and before those search results were received by you.</p>	<p><b>What you are covered for b) (i)</b> – <i>please note that</i></p>
	<p>The adverse legal search must restrict your legal right to sell the property at a future date; or reveals that some areas of the property do not have sufficient planning or legal permissions and these areas would need to be removed.</p>	<p><b>What you are covered for b) (i)</b> – <i>please note that</i></p>
	<p>It must be reasonably likely that you were not aware that any structural defects existed when your offer was accepted and the survey commissioned.</p>	<p><b>What you are covered for b) (ii)</b> – <i>please note that</i></p>
	<p>The survey must have a full professional valuation attached which shows the difference in value.</p>	<p><b>What you are covered for b) (iii)</b> – <i>please note that</i></p>
<p><b>c) You or the seller withdrawing from the transaction</b> You or the seller having to withdraw from the transaction in the event of:</p> <p><b>(i) Aborted relocation</b> you or the seller's employer decides to no longer move their premises from its current location to a different location;</p> <p><b>(ii) Unexpected redundancy</b> you or the seller are unexpectedly made redundant;</p> <p><b>(iii) Death or illness</b> You or the seller (or members of your or their family who permanently live with you or them) dies or suffers unforeseen illness or physical bodily injury caused by a sudden and specific accident.</p>	<p>You or the seller must have made/accepted the offer on the basis that you/the seller were intending to complete the transaction for the purpose of relocating for work.</p>	<p><b>What you are covered for c) (i)</b> – <i>please note that</i></p>
	<p>There is no cover where you or the seller have accepted voluntary redundancy; and the impending redundancy must not have been known about at the time your offer was accepted.</p>	<p><b>What you are covered for c) (ii)</b> – <i>please note that</i></p>
	<p>The illness, injury or condition must have occurred or been diagnosed after you had your offer accepted.</p>	<p><b>What you are covered for c) (iii)</b> – <i>please note that</i></p>

## POLICY SUMMARY AND OTHER IMPORTANT INFORMATION

Significant general exclusions or limitations	Where to look in the policy wording
<p>The property you made the offer on must be:</p> <ul style="list-style-type: none"> <li>located within England and Wales;</li> <li>a private dwelling designed for people to live in or provide accommodation for; and</li> <li>intended to be used as your main residence.</li> </ul> <p>The property <b>must not</b> be solely or specifically designed or used for business or commercial purposes.</p>	Meaning of words and terms – residential property
Any costs incurred in obtaining information or documents to support your claim.	General exclusions applying to the whole policy 3)
Any transaction where you or the seller voluntarily withdraws, or withdraws for a reason not stated under <b>insured incident – Home Buying Costs</b> .	4)
Any claim arising from or relating to flooding or potential flooding or where the property is classified as being located on a flood risk area.	5)
Any claim where you are not able to provide us with documentation from either your solicitor/estate agent or the seller's solicitor/estate agent which are relevant to your claim.	7)
Any claim where the true valuation or extent of remedial work required was clear to you before acceptance of your offer or instruction of a survey/valuation.	9)
Any defect in a title which can be rectified or for which an insurance policy can provide cover for.	12)

**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. 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.

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 make a claim

If you are aware of any circumstances which could give rise to a claim under this insurance, you must contact our claims reporting line shown in your policy wording as soon as possible and within 14 days of the date you first became aware that your purchase of the property will not be completed.

You will need to provide as much information concerning the claim as possible, including a copy of the letter appointing your solicitor or conveyancer, confirmation of the reasons why the purchase did not proceed and any other evidence in support of your claim.

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.

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