

## OneSearch Insure - Seller'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 Seller's 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 Seller's Protection Failed Residential Transaction Insurance

Policy Wording



**LEGAL PROTECTION GROUP LIMITED**

# Table of Contents

<b>SECTION OF YOUR POLICY</b>	<b>PAGE NUMBER</b>
<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</b>
Home Selling Costs	6
<b>General exclusions applying to the whole policy</b>	<b>7</b>
<b>General conditions applying to the whole policy</b>	<b>8-9</b>
<b>General information</b>	<b>10-11</b>
The insurer	10
The Financial Services Compensation Scheme	10
Data protection notice	10
What to do if you have a complaint	11

# CONTRACT OF INSURANCE

## Introduction

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

This insurance will pay the **costs and expenses** incurred as a result of **you** having to withdraw from a sale of **your residential property** in the following circumstances:

- An **adverse legal search**
- A survey which deems that significant remedial work is needed
- The mortgage lender's valuation being less than the sum accepted for the sale of **your 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 Seller'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 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 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) your 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 of the failure to sell **your residential property**; 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 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 Home Seller'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 sell **your residential property**, confirmation of the reasons why the sale 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 <b>your residential property</b> which prohibits or is seriously detrimental to <b>you</b> being able to sell <b>your 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 <b>your residential property</b> . As a result of this search, the issue revealed must restrict the <b>buyer's</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>buyer</b>	The person(s) who has purchased or agreed to purchase <b>your residential property</b> in exchange for a monetary payment.
<b>costs and expenses</b>	<b>a)</b> legal fees; <b>b)</b> disbursements; and <b>c)</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 sell <b>your residential property</b> .
<b>date of occurrence</b>	The date <b>you</b> become aware, or should have become aware, that the sale of <b>your residential property</b> will not be completed.
<b>employment</b>	The job or profession <b>you</b> or the <b>buyer</b> is engaged in which provides <b>your</b> or the <b>buyer'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 sale of <b>your residential property</b> . If <b>your residential property</b> is sold at an auction, this date will be when the <b>buyer's</b> bid to purchase <b>your 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 accepted to sell <b>your residential property</b> to the <b>buyer</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> are taking <b>offers</b> on. This property <b>must not</b> be solely or specifically designed or used for business or commercial purposes.
<b>survey</b>	A document provided to <b>you</b> and/or the <b>buyer</b> by a RICS registered surveyor or a surveyor instructed by the <b>buyer's</b> mortgage lender which details the physical condition of <b>your residential property</b> and any remedial works that are required on <b>your residential property</b> .
<b>territorial limit</b>	England and Wales.

## Meaning of words and terms (continued)

we, us, our	<p>a) Legal Protection Group Limited, who administer and manage this insurance on behalf of the <b>insurer</b>.</p> <p>b) Legal Claims Group Limited, who administer all claims under this insurance on behalf of the <b>insurer</b>.</p>
you, your	The person(s) who has taken out this policy, who is registered as the legal owner(s) of the <b>residential property</b> and has instructed a solicitor to help them sell the <b>residential property</b> .
your family members	Your domestic partner and any other members of <b>your</b> family who permanently live with <b>you</b> .

## Insured incidents

### Insured incident – Home Selling Costs

What you are covered for
<p>The <b>insurer</b> will pay <b>costs and expenses</b> up to the <b>maximum amount payable</b> following the failure to sell <b>your residential property</b> which arises as a result of:</p> <p>a) <b>Your withdrawal from sale</b>  <b>you</b> having to withdraw from the sale of the <b>your residential property</b> due to:</p> <p>(i) an <b>adverse legal search</b>;  <i>please note that:</i> <ul style="list-style-type: none"> <li>the <b>adverse legal search must not</b> have been known to <b>you</b> before <b>you</b> accepted the <b>offer</b> and before that search was commissioned by the <b>buyer</b>; and</li> <li>the <b>adverse legal search</b> must restrict the <b>buyer's</b> legal right to sell the <b>residential property</b> at a future date, or reveals that some areas of <b>your residential property</b> do not have sufficient planning permission or legal permissions and these areas would need to be removed;</li> </ul> </p> <p>(ii) a <b>survey</b> which considers that structural defects exist, which require remedial work to be undertaken on <b>your residential property</b> and the cost of which is more than 10% of the sum <b>you</b> have been <b>offered</b>;  <i>please note that</i> it must be reasonably likely that <b>you</b> were not aware that any such structural defects existed when the <b>offer</b> was accepted and when the <b>survey</b> was commissioned;</p> <p>(iii) the mortgage lender's valuation of <b>your residential property</b> being less than 90% of the sum <b>offered</b> to <b>you</b>;  <i>please note that</i> <ul style="list-style-type: none"> <li>the <b>survey</b> must have a full professional valuation attached which shows the difference in value; and</li> <li>the listing price of <b>your residential property</b> must be within 5% of a valuation conducted by <b>your</b> acting estate agent or a qualified surveyor;</li> </ul> </p> <p>b) <b>You or the buyer withdrawing from the transaction</b>  <b>you</b> or the <b>buyer</b> having to withdraw from the transaction, resulting in <b>your</b> failure to sell <b>your residential property</b> in the event of:</p> <p>(i) <b>Aborted relocation</b>  <b>you</b> or the <b>buyer's</b> employer decides to no longer move their premises from its original location, which <b>you</b> or the <b>buyer</b> normally work at, to a different location;  <i>please note that you</i> must have accepted the <b>offer</b> on the basis that <b>you</b> were intending to complete the transaction for the purpose of relocating for <b>your</b> work, or the <b>buyer</b> must have made the <b>offer</b> as they were intending to complete the transaction for the purpose of relocating for their work;</p> <p>(ii) <b>Unexpected redundancy</b>  <b>You</b> or the <b>buyer</b> unexpectedly being made involuntarily redundant from <b>your</b> or their <b>employment</b>;  <i>please note that:</i> <ul style="list-style-type: none"> <li>cover does not apply where <b>you</b> or the <b>buyer</b> have accepted voluntary redundancy; and</li> <li>the impending redundancy must not have been known about by <b>you</b> at the time <b>you</b> accepted the <b>offer</b>;</li> </ul> </p> <p>(iii) <b>Death or illness</b>  <b>You, your family members</b> or the <b>buyer</b> (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;  <i>please note that:</i> <ul style="list-style-type: none"> <li>the <b>illness, injury or condition</b> must have occurred or been diagnosed after <b>you</b> accepted the <b>offer</b>; and</li> <li>there is no cover for any claim relating solely to psychological injury or mental illness.</li> </ul> </p>

## 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** or before the date this insurance first started.

**2) Pre-inception costs**

Any **costs and expenses** incurred before the **instruction date** or before the date this insurance first started.

**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 **buyer** voluntarily withdraws, or withdraws for a reason not stated under **insured incident – Home Selling Costs**.

**5) Flood risks**

Any claim arising from or relating to flooding or potential flooding or where **your 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 **buyer'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 the **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 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 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 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:

- **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.**

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 Seller's Protection Failed Residential Transaction Insurance Insurance Product Information Document



Company: Legal Protection Group Limited

Product: Failed Residential Transaction Insurance

This insurance is:

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 International Insurance Company of Hannover SE, registered in Germany number HRB 211924.

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

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?

**Home Sellers Protection – Failed Residential Transaction Insurance** will pay the costs and expenses incurred as a result of your attempted sale of a residential property not being completed for the reasons insured under this policy.



### What is insured?

The insurer will pay:

- ✓ legal fees;
  - ✓ disbursements; and
  - ✓ conveyancing fees,
- up to the maximum amount payable, for the insured incidents listed below.



### What is not insured?

The insurer will not pay:

- ✗ more than £1,500 per insured incident.
- ✗ for any event or dispute you were aware of before this insurance started;
- ✗ any costs incurred before this insurance started.
- ✗ any claim reported more than 14 days after the date of occurrence.

## Home Selling Costs

Your failure to sell the property due to:

- ✓ **Your withdrawal from sale**  
You having to withdraw from the sale of the property due to:
  - (i) an adverse legal search;
  - ✓ (ii) a survey revealing structural defects which need remedial work, the cost of which is more than 10% of the sum you have been offered for the property;
  - (iii) the mortgage lender's valuation is less than 90% of the sum you have been offered for the property.

### You or the buyer withdrawing from the transaction

You or the buyer having to withdraw from the transaction in the event of:

- ✓ (i) **Aborted relocation**  
you or the buyer's employer decides to no longer move their premises from its current location to a different location;
- (ii) **Unexpected redundancy**  
you or the buyer are unexpectedly made redundant;
- (iii) **Death or illness**  
You or the buyer (or members of your or their family who permanently live with you or them) die or suffer unforeseen illness or physical bodily injury caused by a sudden and specific accident.

- ✗ Where the adverse legal search was known to you before you accepted the offer or before that search was commissioned by the buyer.
- ✗ Where the adverse legal search does not either restrict the buyer's legal right to sell the property at a future date; or reveal that some areas of the property do not have sufficient planning or legal permissions and these areas would need to be removed.
- ✗ Where it is reasonably likely you were aware that structural defects existed when you accepted the offer and when the survey was commissioned.
- ✗ Surveys which do not attach a full professional valuation which shows the difference in value. The listing price of the property must be within 5% of a valuation conducted by your acting estate agent or a qualified surveyor.
- ✗ Where the offer was not made on the basis that you/the buyer were intending to complete the transaction for the purpose of relocating for work.
- ✗ Where you or the buyer have accepted voluntary redundancy or were aware of any impending redundancy when you accepted the offer.
- ✗ Any illness, injury or condition diagnosed before you accepted the offer.



## Are there any restrictions on cover?

**The property you are selling must be:**

- ! Located within England and Wales;
- ! A private dwelling designed for people to live in or provide accommodation for; and
- ! The building and land you are taking offers on.
- ! Not solely or specifically designed or used for business or commercial purposes.

**There is no cover under this policy for any:**

- ! Costs incurred in obtaining information or documents to support your claim.
- ! Transaction where you or the buyer voluntarily withdraws, or withdraws for a reason not stated under **Home Buying Costs**.
- ! Claim arising from or relating to flooding or potential flooding or where the property is classified as being located on a flood risk area.
- ! Claim where you are not able to provide us with documentation from either your solicitor/estate agent or the buyer's solicitor/estate agent which are relevant to your claim.
- ! Claim where the true valuation or extent of remedial work required was clear to you before acceptance of the offer or instruction of a survey/valuation.
- ! Defect in a title which can be rectified or for which an insurance policy can provide cover for.



## Where am I covered?

- ✓ England and Wales.



## What are my obligations?

### You must:

- Notify LPG as soon as you become aware of any circumstances that could give rise to a claim and not later than 14 days after the date of occurrence;
- Keep to the terms and conditions of the policy;
- Take reasonable precautions to minimise claims and unnecessary costs;
- Supply LPG with all requested information and documentation to support your claim.



## When and how do I pay?

Please ask the person selling this policy for full payment terms and conditions.



## When does the cover start and end?

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.



## How do I cancel the contract?

You can cancel this policy by notifying the person who sold you this policy 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 the person who sold you this policy 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 the person who sold you this policy may apply additional charges.