



Home Buyer's Protection

Failed Residential Transaction Insurance

Gold Cover
Policy Wording



NORTHCOTTBEATON
INSURANCE BROKERS

LEGAL PROTECTION GROUP LIMITED

Summary Schedule

Please note the following information about your policy cover:

Master scheme reference number	LPGBTE162
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Insured incident	Operative	Maximum amount payable
Home Buying Costs	Yes	£1,500
Mortgage Advisor's Fees	No	N/A
Alternative Accommodation and Storage Costs	No	N/A

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CONTRACT OF INSURANCE

Introduction

Thank you for purchasing Gold 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** Gold 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 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)** 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.

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

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 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 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 the master scheme reference number contained in the summary schedule and 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:

administrator	Northcott Beaton Insurance Brokers Limited, 8 Orchard Court, Heron Road, Exeter EX2 7LL. Telephone number 01392 426046.
adverse legal search	Where one or more of the following: a) Regulated and Official Drainage search; b) Regulated and Official Local Authority search; c) Local Land Charges search; d) Land Registry search; and/or e) any other relevant searches, reveal an issue(s) concerning the residential property which prohibits or is seriously detrimental to you being able to buy that residential property . 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 residential property . As a result of this search, the issue revealed must restrict your legal right to sell the residential property at a later date, or the issue 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.
costs and expenses	a) Mortgage lender arrangement fees; b) mortgage lender valuation fees; c) survey fees and searches; d) disbursements; and e) conveyancing fees, all of which have been incurred by you after the instruction date in the course of you attempting to buy the residential property .
date of occurrence	The date you become aware, or should have become aware, that your purchase of the residential property will not be completed.
employment	The job or profession you or the seller is engaged in which provides your or the seller's main source of income.
end date	The date upon which one or more of the events listed in General conditions applying to the whole policy 8) occurs soonest.
instruction date	The date you instruct your solicitor to commence conveyancing work with the intention of completing the purchase of the residential property . If the residential property is purchased at an auction, this date will be when your bid to buy the residential property was successful.
insured incident	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 we have agreed to provide cover under the terms and conditions of this insurance.
insurer	Alwyn Insurance Company Limited.
maximum amount payable	The most the insurer will pay in costs and expenses for any insured incident is £1,500.
offer, offered	The monetary amount you have bid to buy the residential property from the seller .
period of insurance	The period of time covered by this policy which commences from the instruction date and expires on the end date .
residential property	The property as declared to us which is: a) located within the territorial limit ; b) a private dwelling designed for people to live in or provide accommodation for; and c) the building and land you have made an offer on with the intention of making it your main residence. This property must not be solely or specifically designed or used for business or commercial purposes.
seller	The person(s) registered as the legal owner(s) of the residential property who intends or intended to sell the residential property to you .

Meaning of words and terms (continued)

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

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

Insured incidents

Home Buying Costs

What you are covered for

The **insurer** will pay **costs and expenses** up to £1,500 following **your** failure to buy the **residential property** which arises as a result of:

a) Seller's withdrawal from sale

the **seller** withdrawing their agreement to sell the **residential property** to **you** after they have accepted an alternative offer from another buyer of at least:

- £1,000 more; or
- £1,000 less

than the amount that was **offered** by **you**;

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) Your withdrawal from purchase

you having to withdraw from the purchase of the **residential property** due to:

(i) an adverse legal search;

please note that:

- 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**; and
- the **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;

(ii) a survey which considers that structural defects exist, which require remedial work to be undertaken on the **residential property** and the cost of which is more than 10% of the sum **you** have **offered**;

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;

(iii) the mortgage lender's valuation of the residential property being less than 90% of the sum **offered** by **you**;
please note that the survey must have a full professional valuation attached which shows the difference in value;

Insured incidents (continued)

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

your 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 by **you** 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** 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 **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 information

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

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

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

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
- **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
- **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 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

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