

Home Buyers' Costs Insurance Policy

Welcome to Financial & Legal

Thank you for choosing Financial & Legal Insurance Company Limited to provide your Home Buyers' Costs Insurance Policy. As a Financial & Legal customer you now have insurance protection in relation to the cover set out in this Policy.

Our Agreement

This insurance is a contract between us (Financial & Legal Insurance Company Limited) and you (the Policyholder shown in the Schedule attached to this Policy). This is a claims made policy which means that for there to be a valid claim under the Policy, claims must be reported to us during the Period of Insurance.

We will, subject to the terms of this Policy, provide you with the insurance set out in this Policy during the Period of Insurance shown in the Schedule.

The Policy, Schedule and any endorsements must be read together as one document.

Signed on our behalf



Nick Garner, Managing Director
Financial & Legal Insurance Company Limited

The Meaning of Words in this Policy

Each of the words or terms shall have a specific meaning which applies wherever they appear in **bold** type in this Policy

We/Us/Our:

means Financial & Legal Insurance Company Limited.

You/Your:

means the person or persons shown as the Policyholder in the Schedule, who is/are purchasing the **Property**.

Costs and Expenses:

means **Conveyancing Fees, Mortgage Arrangement Fees and/or Lender's Fees** and **Survey Fees** that

- have been reasonably and properly incurred by **You**.
- they relate to **Your** purchase of the **Property**
- You** are legally liable for or have incurred the costs and expenses up to the **Date of Occurrence**.

Conveyancing Fees:

means the amount charged by your solicitor, or a licensed conveyancer, including local search fees, in connection with the legal process of transferring the ownership of the **Property** from the **Vendor** to **You**.

Date of Occurrence:

means the date **You** are first notified either in writing or verbally of an Insured Incident occurring that affects the purchase of the **Property** by **You** and is insured by this Policy.

Mortgage Arrangement Fees and/or Lender's Fees:

means a non-refundable charge paid by **You** to the mortgage arranger or lender to cover administrative fees incurred in providing **You** with a mortgage.

Property:

means the property shown in the Schedule provided that

- the property is a permanently constructed and sited domestic home
- the property is subject to local council tax
- the property is situated in England or Wales
- You** have made an offer to purchase property and that offer has been accepted by the **Vendor**.

Survey Fees:

means the amount paid by **You** to a qualified valuer or surveyor to carry out a Home Buyers' Report or valuation or structural survey of the **Property**.

Valuation Fees:

means the amount paid by you for the mortgage lender's valuation of the **Property**.

Vendor:

means the party, having legal title, from whom **You** are buying the **Property**.

What IS Insured

We will, subject to What is NOT insured, the Claims Settlement Provisions and Conditions of this Policy pay the **Costs and Expenses** following the purchase of the **Property** failing as a result of an Insured Incident shown as operative in the Schedule.

Provided that

- the premium has been paid.
- the **Date of Occurrence** is during the Period of Insurance.
- any claim is reported to **Us**
 - during the Period of Insurance
 - immediately after **You** became aware of circumstances which may give rise to a claim
- You** do not deliberately and knowingly cause a delay or use unreasonable behaviour that results in the failed purchase.
- the purchase of the **Property** is not subject to a contract race or sealed bids.
- You** are using a solicitor or licensed conveyancer to conduct the conveyancing of the **Property**.
- You** have not had a survey carried out on the **Property**.
- You** have made an offer to purchase the **Property** and that offer has been accepted by the **Vendor** in writing.
- An application for any mortgage on the **Property** has been agreed in principle.
- The Policy is issued no later than the date on which **You** first instruct a solicitor or licensed conveyance.

We will not pay, in total, more than the relevant Maximum Amount shown in the Schedule in respect of any one Insured Incident.

Insured Incidents

1. **Withdrawal from the sale by the Vendor because of Gazumping**

The **Vendor** withdrawing from the sale following receipt and acceptance of an alternative offer providing that the alternative offer is at least £1,000 greater.

2. **Withdrawal from the sale by the Vendor for other reasons**

The **Vendor** withdrawing from the sale for reasons other

than set out in 1. above and which are beyond **Your** control.

3. **Adverse Legal Search**
An adverse legal search.
4. **Property Valuation**
The lender's valuation of the **Property** being less than 90% of the amount **You** have offered.
5. **Structural defects**
Structural defects leading to a revised valuation of the **Property** being at least 10% below the amount **You** have offered.
6. **Terminal Illness**
You are diagnosed with a terminal illness and are unable or unwilling to continue with the purchase.
7. **Redundancy**
You are given notice of redundancy and **You** are unable or unwilling to continue with the purchase, providing **You** are not self-employed, **You** are not a company director or partner in a firm giving notice of the redundancy or where the redundancy is voluntary.
8. **Damage to the Property**
The **Property** sustains damage during the Period of Insurance where the cost of rectification work exceeds 10% of the **Property** value.

What IS NOT Insured

The following are not insured by this Policy.

1. **Prior costs**
Costs and Expenses incurred before the Period of Insurance.
2. **Your withdrawal**
Costs and Expenses if **You** withdraw from the purchase of the **Property** for reasons other than those insured by this Policy.
3. **Previous survey**
Costs and Expenses if **You** are aware of a previous survey having been carried out to the **Property** up to 90 days prior to the start of the Period of Insurance that might give reasonable cause for the purchase to fail.
4. **Prior circumstances**
Costs and Expenses if **You** are aware, or ought reasonably to have been aware, prior to the Period of Insurance, of any circumstances which could lead to a claim.
5. **Delay and unreasonable behaviour**
Costs and Expenses if **You** deliberately and knowingly cause a delay or use unreasonable behaviour that results in the failed purchase.
6. **Refund**
Costs and Expenses where **You** are able to obtain a refund.
7. **Property use**
Costs and Expenses where the **Property** will be used for business or commercial purposes.
8. **Permanent construction**
Costs and expenses where the **Property** is not permanently constructed and sited domestic home.

9. **Obtaining information**
Any costs incurred by **You** in obtaining information in support of **Your** claim under this Policy.
10. **Territorial limits**
Any claim where the **Property** is situated outside the England and Wales.
11. **War risks**
Any claim arising from any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power, confiscation, requisition, terrorism or alleged acts of terrorism as set down in the Terrorism Act 2000, or damage to property by or under the authority of any government, public or local authority.
12. **Radioactive contamination and pressure waves**
Any claim, which arises from or is directly or indirectly caused by, contributed to, by or arising from any of the following, or from any similar action or event.
 - a) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
 - c) Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
13. **Other Insurance**
Any **Costs and Expenses** which can be recovered by **You** under any other insurance.

Conditions

1. **Observance of Terms**
Anyone claiming under this Policy must observe its terms as far as they can apply.
2. **Assignment**
This insurance is between and binding upon **Us** and **You** and our respective successors in title, but this insurance may not otherwise be assigned by **You** without **Our** prior written consent.
3. **Third party rights**
Unless expressly stated in this insurance, nothing in this insurance will create any rights in favour of any person pursuant to the Contracts (Right of Third Parties) Act 1999.
4. **Waiver**
If **We** or **You** fail to exercise or enforce any rights conferred on them by this insurance, the failure to do so will not be deemed to be a waiver, nor will it bar the exercise or enforcement of, such rights at any subsequent time.
5. **Recoveries**
We reserve the right, at **Our** own expense, to take proceedings in **Your** name, to recover any payment made under this Policy. If **You** recover any payments made by **Us** under this Policy such payment recovery must be promptly repaid to **Us**.
6. **Governing Law**
This Policy is subject to the law applicable in England, Wales.

How to make a Claim 0161 4921639

If **You** need to contact **Us** or need to make a claim **You** can call **Us** on the above number, email **Us** at nonmotorclaims@financialandlegal.co.uk or write to Financial & Legal insurance company Limited, No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW.

If there is a claim, which is covered by the Policy **We** will then send the **Insured Person** a claim form for completion and return to **Us**.

Right to Cancel

Your Right To Cancel

You may cancel this Policy within 14 days of its inception without any premium charge provided there have been no claims. Thereafter, **you** may cancel the Policy at any time however no refund of premium will be available. If **you** cancel the Policy **you** must write to the person who sold **you** this Policy.

Our Right To Cancel

We may cancel this Policy at any time provided that **we** give **you** 7 days notice of cancellation and there is a valid reason for doing so. Valid reasons for cancellation include, but are not limited to, fraud, dishonesty, or your unreasonable behaviour.

Where we cancel this Policy, we will write to **you** at your address shown in our records.

Financial Services Compensation Scheme

Financial & Legal Insurance Company Limited are covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If Financial & Legal Insurance Company Limited are unable to meet their obligations under this Policy **You** may be entitled to compensation from the Compensation Scheme.

How to make a Complaint

Our aim is to provide a first class standard of service at all times. If **You** feel that **You** have been let down and **You** wish to raise a complaint relating to the sale of the Policy, please contact **Your Solicitor**.

If **You** feel that **We** have let **You** down and **You** wish to raise a complaint, please contact **Us** on 0161 603 2230 or in writing to Financial & Legal Insurance Company Limited, No. 1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GW.

Our staff will attempt to resolve **Your** complaint within 3 business days of receipt and a summary resolution communication letter will be sent to **You**. Where this is not possible, **We** will acknowledge **Your** complaint promptly. If the complaint is not resolved within 4 weeks of receipt, **We** will write to **You** and let **You** know what further action **We** will take. A final response letter will be issued within 8 weeks of receipt.

If, upon receipt of **Our** letter in response to **Your** complaint **You** remain dissatisfied, **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can contact the Financial Ombudsman Service at: Exchange Tower, London, E14 9SR.

The use of these facilities does not affect **Your** right to take legal action.

Data Protection

Your privacy and the protection of **Your** personal data is important to **us**. **We** will process **Your** personal data in accordance with data protection laws.

We are the data controller of any personal data which is provided to **Us** by **Your Solicitor** or which **We** hold about **You** and any personal data which is processed in connection with **Your** Policy with **Us**.

Where **You** provide us with personal data about a person other than yourself (such as a named person under a policy), **You** must inform them that **You** are providing their personal data to **Us** and **You** should refer them to this notice.

To provide **Our** insurance related services, **We** will collect and process **Your** personal data such as **Your** name, contact details, financial and employment information and any information which is relevant to the After the Event Legal Protection insurance policy **We** are providing. In order to provide **Your** insurance policy or to handle and administer a claim **You** make, **We** may also need to collect or process **Your** 'special categories of personal data' such as information relating to **Your** health or criminal convictions data.

We process **Your** personal data for the purposes of administering **Your** insurance policy and handling a claim **You** make and carrying out any other insurance related services. **We** also use **Your** personal data for business purposes such as carrying out statistical analysis, fraud prevention, business management, and maintaining **Our** records.

Providing **Our** services will involve sharing **Your** personal data with, and obtaining information about **You** from, third parties such as brokers, credit reference and fraud prevention agencies, **Your Solicitor**, **Our** service providers, **Our** business partners and **Our** regulators.

In some circumstances **We** may transfer your personal data to countries outside of the European Economic Area. **We** will put appropriate safeguards in place to ensure that **Your** personal data is protected.

Further Information

For further information on how **Your** personal data is used and **Your** rights in relation to **Your** personal data please refer to **Our** Privacy Policy at <https://financialandlegal.co.uk/privacy-policy> or contact **Us** at compliance@financialandlegal.co.uk

Data Retention

We will hold **Your** details for up to seven years after the expiry of **Your** policy, complaint and/or claims settlement.

Your rights

Your personal data is protected by legal rights, which include **Your** rights to:

- Object to **Our** processing of **Your** personal data.
- Request that **Your** personal data is erased or corrected.
- Request access to **Your** personal data and date portability.
- Complain to the Information Commissioner's Office, which regulates the processing of personal data.

You can request to see what data **We** hold on **You**, there is no charge for this service.

If **You** have any questions about **Our** privacy policy or the information **We** hold about **You** please contact **Us**.

**Please read your policy document
carefully and keep it in a safe place**

The insurance provided by this policy is underwritten by Financial & Legal Insurance Company Limited authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under number 202915. Registered in England under Company number 03034220.