

Home Buyers Protection Insurance Policy

Welcome

Thank **you** for choosing your Home Buyers Protection Insurance. **We** hope that **you** will be happy with **your policy** and the reassurance it provides. This **policy** is underwritten by C&C Insurance Company PCC Ltd. Throughout this **policy**, C&C Insurance Company PCC Ltd act as the insurers, while the person that sold you this policy act as the **intermediary agent**.

Your policy is made up of this booklet and **your policy** schedule, which details the sections of cover **you** have chosen. Please keep these documents in a safe place so that **you** may refer to them if **you** ever need to make a claim.

It is important that **you** read this **policy** wording carefully and in full to familiarise **yourself** with the terms and conditions herein, as well as the claims procedure.

If **you** are unsure about anything in this document, please contact the **intermediary agent**.

Overriding benefits of Home Buyers Protection Insurance

Financial support for **you** if **your** residential **property** purchase does not complete for the reasons specified in this **policy wording**.

Who is this contract with

This insurance is a contract between **us**, C&C Insurance Company PCC Ltd and **you**, the **policyholder** shown in the **schedule** attached to this **policy wording**. 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.

Making a claim

To start a claim please contact the **intermediary agent**. **You** can call the **intermediary agent**, email the **intermediary agent** or **you** can go online.

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**. Words not defined with a specific meaning shall follow an English dictionary definition.

Alternative accommodation and storage costs

The following **costs and expenses** incurred as a consequence of a successful purchase being delayed due to issues transferring the necessary funds:

1. Temporary alternative accommodation; and or
2. Moving and storing your personal possessions; and or
3. Temporarily housing your domestic pets.

Bodily injury

A sudden and unplanned event directly causing **you** physical injury within the **period of insurance**.

Contract race

Where the **vendor** has received two or more offers for the **property** with the intention of selling to the party that is ready to exchange contracts first.

Conveyancing

The legal process conducted by **your solicitor** whereby the ownership of the **property** is transferred from the **vendor** to **you**.

Costs and Expenses

Conveyancing fees, mortgage arrangement fees and/or lender's fees, survey fees mortgage advisors' fees and **alternative accommodation and storage costs** that:

1. have been reasonably and properly incurred by **you** after the commencement of this policy.
2. solely relate to **your** purchase of the **property**.
3. **you** are legally liable for or have incurred the **costs and expenses** up to the date of the occurrence.
4. are non-refundable or capable of reduction having regard to the overall duty to mitigate **your** losses.

Conveyancing Fees:

The non-refundable amount charged by **your solicitor**, or a licensed conveyancer, including **legal search** fees, in connection with the legal process of transferring the ownership of the **property** from the **vendor** to **you**.

Date of Occurrence

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**.

Excess

The amount specified in the **schedule** that **you** must pay towards the costs of a claim.

Insurer

C&C Insurance Company PCC Ltd of Eden Plaza F20, Eden Island, Mahe, Seychelles.

Intermediary Agent

The person who sold **you** and administers this **policy**.

Legal Search

Any of following searches carried out by **your solicitor** about the **property**:

1. Local Authority
2. Water and Property
3. Environmental
4. Mining
5. Common Registration
6. Land Charges

Limit of Indemnity

The insurer will pay **costs and expenses** relating to the purchase of the **property** that **you** have incurred up to the amount shown in the **schedule**.

Mortgage arrangement fees and/or Lender's fees

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

Mortgage advisor fees

A non-refundable service fee paid by **you** to **your** mortgage advisor in respect of their services.

Period of insurance

The period from the date of commencement of the **policy** and ending when one of the criteria in the section **Your policy cover will end** has been met.

Policy

This **policy wording** together with the **schedule**.

Policyholder

The person or persons shown as the **policyholder** in the **schedule**, who is/are purchasing the **property**.

Policy wording

This document that includes the terms and conditions of the **policy**.

Property

The **property** shown in the **schedule** provided that:

1. the **property** is a permanently constructed and sited domestic home
2. the **property** is subject to local council tax
3. the **property** is situated in England or Wales
4. **you** have made an offer to purchase the **property** and that offer has been accepted by the **vendor** in writing.

Property Price:

The lower of either:

1. the price the **vendor** originally offered the **property** for sale in the sales particulars or other marketing material; or
2. the price offered by **you** to purchase the **property** and accepted by the **vendor** in writing.

Redundancy

Where **you** are unable to work due to being made redundant as defined in Section 139 of the Employment Rights Act 1996. To qualify for this cover, **you** must have been in full time employment for a minimum of six months prior to the **start date** and not be aware of any impending redundancy at the **start date** of this **policy**.

Schedule

The document that confirms the purchase of the **policy** including any endorsements issued thereunder.

Sealed Bid

Where potential buyers are invited to submit their offer in a sealed envelope by a particular date and time.

Self-employed

You are either:

1. actively working for financial gain in a business or profession, alone or in association with others, and paying Class 2 National Insurance Benefit Contributions, or
2. a non-salaried partner in a partnership, or
3. a director of (or someone who has a shareholding in) a private limited company with an issued and fully paid share capital of less than £1,000.

Solicitor

A solicitor is either:

1. a professional lawyer or firm of lawyers, registered and authorised by the Law Society of England & Wales to practice;
2. a Licensed Conveyancer.

Start date

The date on which **your policy** commences.

Survey fees

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**.

Terrorism

Any act including but not limited to the use, or threat, of violence or force by any person or organisation involving, causing or threatening harm or putting the public or any section of the public in fear if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational nature) or similar nature.

Valuation fees

The amount paid by **you** for the mortgage lender's valuation of the **property**.

Vendor

The party, having legal title, from whom **you** are buying the **property**.

We/Us/Our

C&C Insurance Company PCC Ltd of Eden Plaza F20, Eden Island, Mahe, Seychelles.

You/Your

The person or persons shown as the **policyholder** in the **schedule**, who is/are purchasing the **property**.

What is Insured

We will, subject to what is not insured, the claims provisions and conditions of this **policy**, pay the **costs and expenses** following the purchase of the **property** failing solely as a result of an **insured incident**.

Provided that:

1. the full premium has been paid.
2. the **date of occurrence** is during the **period of insurance**.
3. any claim is reported to **us**:
 - a. during the **period of insurance**.
 - b. immediately after **you** or **your solicitor** become aware of circumstances which may give rise to a claim.
4. **you** do not deliberately and knowingly cause a delay or use unreasonable behaviour that results in the failed purchase.
5. the purchase of the **property** is not subject to a **contract race** or **sealed bids**.
6. **you** are using a **solicitor** to conduct the conveyancing of the **property**.
7. **you** have not instructed a surveyor or had a survey carried out on the **property** prior to the commencement of the **policy**.
8. **you** have made an offer to purchase the **property** and that offer has been accepted by the **vendor** or their agent in writing.
9. an application for any mortgage on the **property** has been agreed in principle.
10. the **policy** is issued no later than three working days from the date on which **you** first instruct a **solicitor**.

We will not pay, in total, more than the relevant **limit of indemnity** 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 than the **property price**.

2. Withdrawal from the sale by the vendor for other reasons

The **vendor** withdrawing from the sale for reasons other than set out in paragraph 1 above and which are beyond **your** reasonable control.

We will not pay for any claim:

- a. Where the **vendor** withdraws from the sale due to any delays, attempted renegotiations, disputes or other action or inaction caused by **you** or **your solicitor**.
- b. Where **you** failed to obtain a formal mortgage offer.

3. Adverse Legal Search

An adverse **legal search** carried out by **your solicitor** about the **property**.

We will not pay for any claim:

- a. Where an alteration to the **property** does not have building regulation approval.
- b. Where the **property** fails to meet planning regulations or has the appropriate planning consents.

4. Property Valuation

The valuation of the **property**, provided by a qualified valuer or surveyor, being less than 90% of the amount of the **property price** causing your failure to obtain a formal mortgage offer or a formal mortgage offer being withdrawn.

We will not pay for any claim:

- a. Where the **property** is given a zero valuation.
- b. Where the qualified valuer or surveyor will not provide any valuation for the **property**.

5. Structural defects

Structural defects, reported on by a qualified valuer or surveyor, leading to a revised valuation of the **property**, being less than 90% of the amount of the **property price**.

We will not pay for any claim:

- a. Where the structural defects were known by **you** or upon a cursory inspection by **you** it would be obvious that the valuation of the **property** would be substantially less than 90% of the amount of the **property price**.
- b. Where the **property price** has already been reduced or priced by the vendor to account for any structural defects.
- c. Where the qualified valuer or surveyor does not quantify the value of the defects as being 10% or more of the **property price**.

6. Terminal illness

You are diagnosed with a terminal illness and are unable or unwilling to continue with the purchase.

7. Death or bodily injury

You die as a result of **terminal illness** or **bodily injury** and the survivor is unable or unwilling to continue with the purchase.

8. Bodily injury

You sustain a serious **bodily injury** and **you** are unable to continue with the purchase.

9. 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.

10. Damage to the property

The **property** sustains unexpected or unforeseen damage during the **period of insurance** where the cost of rectification work exceeds 10% of the **property price**.

11. Legal title

The **vendor** is not legally entitled to sell the **property** or to transfer interest in the **property** to **you**.

We will not pay for any claim

- a. Where the **property** has a title defect.
- b. Where there has been any form of misrepresentation or omission by the vendor or their representatives.

Your policy cover will end

This **policy** will end automatically in the event of one of the following instances:

1. 180 days from the **start date**; or
2. **You** make a claim on this **policy**; or
3. **You** or we cancel this **policy**; or
4. **You** complete the purchase of the **property**.

Limit of Indemnity

The insurer will pay **costs and expenses** relating to the purchase of the **property** that **you** have incurred up to the following amounts:

Name	Conveyancing fees up to	Lenders fees up to	Survey and Valuation up to	Excess	Mortgage Broker Fees up to	Accommodation and Storage	Total
Gold	£800	£300	£550	£0	£0	£0	£1,650
Platinum	£1500	£250	£750	£0	£200	£300	£3,000
Platinum BTL+	£1500	£250	£750	As stated on your schedule	£200	£300	£3,000

The insurer will not pay the **excess**.

What is not insured

The following are not insured by this **policy**.

1. Prior costs

Costs and expenses incurred prior to 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 where:

- a. **you** or **your solicitor** deliberately or negligently cause a delay or delays that results in a failed purchase of the **property**.
- b. **you** or **your solicitor** deliberately or negligently use unreasonable behaviour, including unreasonable renegotiations or cause any disputes, that results in a failed purchase of the **property**.
- c. prior to the **period of insurance** **you** are aware of an issue that is likely to result in a failed purchase of the **property**.

6. Refund

Costs and expenses where **you** ought to or are able to obtain a refund from the lender, surveyor or **your solicitor**.

7. Reimbursement

You are able to obtain reimbursement from **your** employer or any other third-party.

8. Permanent construction

Costs and expenses where the **property** is not permanently constructed and sited domestic home.

9. Redundancy

In the case of **redundancy**, where:

- a. **you** are **self-employed**.
- b. **you** are a company director or partner of the company giving notice of **redundancy**.
- c. the **redundancy** is voluntary.

10. Obtaining information

Any costs incurred by **you** in obtaining information in support of **your** claim under this **policy**.

11. Territorial limits

Any claim where the **property** is situated outside the England and Wales.

12. 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.

13. 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.

14. Other Insurance

Any **costs and expenses** which can be recovered by **you** under any other insurance.

Policy conditions

Where **our** risk is affected by **your** failure to keep to these conditions **we** may cancel **your** **policy**, refuse a claim or withdraw from an ongoing claim. **We** also reserve the right to recover **costs and expenses** from **you** if this happens.

1. Your responsibilities

You must:

- a. cooperate fully with **us**, and keep **us** updated with progress of the claim and not hinder **us**.
- b. take reasonable steps to claim back **costs and expenses** and, where recovered, pay them to **us**.
- c. keep **costs and expenses** as low as possible.

2. Disputes

If any dispute between **you** and **us** arises from this **policy**, **you** can make a complaint to **us** as described in this **policy wording** and **we** will try to resolve the matter. If **we** are unable to satisfy **your** concerns **you** can ask the Financial Services Authority Seychelles to arbitrate over the complaint.

3. Observance of Terms

Anyone claiming under this **policy** must observe its terms as far as they can apply.

4. Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a. supply accurate and complete answers to all the questions **we** or the **intermediary agent** may ask as part of **your** application for cover under the **policy**.
- b. to make sure that all information supplied as part of **your** application for cover is true and correct.
- c. tell **us** of any changes to the answers **you** have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

5. Fraudulent claims and claims tainted by dishonesty

If **you**, or anyone acting for **you**, make any claim which is fraudulent or false, the **policy** shall become void and all benefit under it will be lost.

You shall at all times be entirely truthful and open in any evidence, disclosure or statement **you** give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that **you** have breached this condition **we** shall have no liability for **costs and expenses** or to return any premium to **you**. **We** may cancel **your policy** immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

6. 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.

7. Contracts (Rights of Third Parties) Act 1999

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.

8. 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.

9. 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**.

10. Governing Law

This **policy** is subject to the law applicable in England, Wales.

11. Premium

The premium becomes due to be paid by **you** in full prior to **policy** inception in order for the **policy** to commence. Subject to and upon payment of the premium, this **policy** shall commence. Immediately upon commencement of this **policy**, the right to receive premium is assigned by **us** to the **intermediary agent**, in its own right absolutely. This provision is therefore notice to **you** of that assignment. Payment of premium by **you** is a condition precedent to **our** liability under the **policy**. If premium is not paid to **intermediary agent** when due, **we** shall have no liability under the **policy** so will not have to pay any claims. If any provision of this section is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this section, which shall remain in full force and effect. In those circumstances, this provision shall be interpreted to the extent possible as being amended to provide for such minimum notice of cancellation as may be allowable.

How to make a Claim

It is important that **you** follow the correct claims procedure. If **you** need to make a claim **you** must notify the **intermediary agent** immediately or within a maximum of 14 days of the date your claim arises.

1. **You** can start a claim by the following:
 - a. Calling the **intermediary agent**.
 - b. Emailing the **intermediary agent**.
 - c. Downloading a claims form online if the **intermediary agent** provides one.
2. Once **you** have notified the **intermediary agent** and completed any claims form, they will send this to **us**, along with any supporting documentation, by email or by post.
3. **We** will endeavour to acknowledge receipt of **your** claim within 24 hours of receipt by **us** of the completed claims form and any supporting documentation.
4. **We** will process **your** claim as soon as reasonably possible after receiving **your** claims form and all supporting documentation.
5. **You** must provide **us** with all necessary documentation and any other supporting evidence within 14 days of the date **you** first notify the **intermediary agent** or **us** of **your** claim.
6. Once **your** claim is processed, **we** will confirm in writing:
 - a. cover under the terms and conditions of the **policy**; or
 - b. whether **we** require and any further information or documentation to process **your** claim; or
 - c. if **your** claim is not covered, together with an explanation of the reasons why.

Cancellation

1. 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. The person who sold you this **policy** may charge a cancellation fee.

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**. The person who sold you this **policy** may charge a cancellation fee.

2. 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:

- a. **your** unreasonable behaviour.
- b. where **you** fail to cooperate with or provide information to **us** in a way that materially affects **our** ability to process a claim or our ability to defend **our** interests.
- c. where **you** use threatening or abusive behaviour or language or intimidate or bully **our** staff or suppliers.
- d. where **we** reasonably suspect fraud or dishonesty.

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

3. Effect of cancellation

We will pay **costs and expenses** outstanding on claims notified and accepted by **us** prior to cancellation provided that the **period of insurance** commenced before the cancellation date of this **policy**.

General information

1. The insurer

This insurance is underwritten by C&C Insurance Company PCC Ltd who are authorised and regulated by the Seychelles Financial Services Authority. Registered office address of Eden Plaza F20, Eden Island, Mahe, Seychelles. Registered in the Republic of Seychelles. Company Number: 8431948-1.

2. The intermediary agent

The person who sold **you** and administers this **policy**.

3. The Financial Services Compensation Scheme

The **intermediary agent** who sold **you** and administers this **policy** is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. Full details are available from the FSCS at www.fscs.org.uk. It should be noted that

we, (C&C Insurance Company PCC Ltd) are not a member of and therefore is not covered by the FSCS.

4. C&C Insurance Company PCC Ltd Privacy and your Personal Information

Use of personal information:

If you have any concerns about how **your** personal data is being collected and processed, or wish to exercise any of **your** rights detailed in **our** Privacy Notice, please contact C&C Insurance Company PCC Ltd Data Protection Officer at: -

Email: complaints@cnc.sc

Phone: 03333 447 987

C&C Insurance Company PCC Ltd and the **intermediary agent** who sold **you** this **policy** and the appointed claims adviser are the data controllers (as defined by the UK Data Protection Act 2018 and all applicable laws which replace or amend it, including the General Data Protection Regulation) in respect of this contract of insurance. C&C Insurance Company PCC Ltd may obtain, collect and process **your** personal information for the purposes of entering into and to perform **our** insurance contract with **you**.

For full details of what data C&C Insurance Company PCC Ltd collect about **you**, how C&C Insurance Company PCC Ltd use it, who **we** share it with, how long **we** keep it and **your** rights relating to **your** personal data, please refer to C&C Insurance Company PCC Ltd Privacy Notice which is available on the following website at:

Website: www.cityandcommercial.com

If **you** do not have access to the Internet, please write to the C&C Insurance Company PCC Ltd Data Protection Officer (at the address shown below) with **your** name and address and a copy will be sent to **you** in the post.

In summary, C&C Insurance Company PCC Ltd may, as part of the agreement with **you** under this contract, collect personal information about **you** including: -

- a. Name, address, contact details, date of birth and cover required
- b. Financial information such as previous credit history, bank details
- c. Details of any previous insurance claims.
- d. Information for Employers' Liability Database record (if Employers' Liability insurance is included)

C&C Insurance Company PCC Ltd may also collect sensitive personal information about **you**, and any additional people who **you** wish to be insured under the **policy**, including detailed medical records about the illness and treatment rendered for curing the same to validate the claim.

C&C Insurance Company PCC Ltd collect and process **your** personal information for the purpose of insurance and claims administration.

Telephone calls may be monitored and recorded, and the recordings used for fraud prevention and detection, training and quality control purposes.

Your personal information may be shared with third parties which supply services to **us** or which process information on **our** behalf (for example, premium collection and claims validation, or for communication purposes related to **your** cover). C&C Insurance Company PCC Ltd will ensure that they keep your information secure and do not use it for purposes other than those that they have specified in their Privacy Notice.

Some third parties that process **your** data on **our** behalf may do so outside of the European Economic Area (“EEA”). Where such transfers occur, **we** ensure that they do not occur without **our** prior written authority and that an appropriate transfer agreement is put in place to protect **your** personal information to an equivalent standard to that found in the EEA. C&C Insurance Company PCC Ltd will keep **your** personal information only for as long as **we** believe is necessary to fulfil the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations).

C&C Insurance Company PCC Ltd will share **your** information if **we** are required to by law. C&C Insurance Company PCC Ltd may share **your** information with enforcement authorities if they ask **us** to, or with a third party in the context of actual or threatened legal proceedings, provided **we** can do so without breaching data protection laws.

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

5. What to do if you have a complaint relating to the administration or sale of this insurance

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** will want to put things right quickly.

6. Complaints relating to the administration or sale of this insurance:

If **your** complaint is about the administration or sale of this insurance, please contact the person who sold **you** and administers the **policy**.

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, their letter will also outline the result of their investigation.

If their investigation is not resolved within five business days, they will aim to respond within six weeks of receiving the complaint.

If the complaint is about another party, such as a law firm who is acting for **you**, we will refer details of the complaint to that other party and confirm this course of action to **you** in writing.

After they have investigated the complaint:

They will write to **you** immediately notifying **you** of the outcome of their investigation. They 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 they cannot resolve the complaint within six weeks:

They will write to **you** and inform **you** that their investigation is continuing, giving the reasons for the delay and a date by which they expect to be able to contact **you** again.

If they cannot resolve the complaint within eight weeks:

They will inform **you** of the reasons for the further delay and advise that if **you** are not satisfied with their 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, they 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.

7. Complaints relating to policy coverage and claims

If **your** complaint relates to the policy coverage or how a claim has been handled, **you** should refer **your** complaint to C&C Insurance Company PCC Ltd using the contact details below, quoting **your policy** number to:

The Compliance Director, C&C Insurance Company PCC Ltd Eden Plaza F20, Eden Island, Mahe, Seychelles.

Telephone: 03333 447 987 Email: complaints@cnc.sc

C&C Insurance Company PCC Ltd Compliance Officer will acknowledge the complaint. **We** will confirm to **you** in writing that **we** have received **your** complaint within five working days and **we** will advise **you** of the person who will be dealing with the complaint, and when **you** can expect to receive a detailed response. The person dealing with the complaint will be a senior member of staff who was not directly involved in the matter which is the subject of the complaint. They will have the authority and experience to adequately address the complaint and explain the results of the investigation.

Your complaint will be thoroughly investigated, and **we** will respond to it as soon as possible. Within eight weeks **we** will provide a final response to **your** complaint in writing or, if it is not possible to respond within that time, **we** will inform **you** in writing within six weeks, why **we** have been unable to resolve the complaint within that time, why **we** need more time to do so and when **you** can expect to receive our final response.

If **we** have not completed **our** investigation, within eight weeks after the complaint was made, **we** will write to **you** and explain why there is a further delay. **We** will also confirm when **we** expect to issue our final response.

If **you** remain unsatisfied with the response **you** receive from **us**, please let **us** know by writing directly to **our** Managing Director at the above address. If **you** are still dissatisfied with **our** Managing Director's reply, **you** can approach Financial Services Authority, Seychelles.

Their address is: Financial Services Authority Seychelles, Bois De Rose Avenue, P.O. Box 991, Victoria, Mahé, Republic of Seychelles.

Website: <https://fsaseychelles.sc/>

Important: This complaints notification procedure does not affect **your** right to take legal action.

CC Home Buyers Protection Insurance PW v1.5 12-01-2024