

# Home Buyer's Protection Policy Wording

ULR/PS/002





# Home Buyer's Protection Policy Wording

This insurance Policy has been supplied by Property Guard, a trading name of Motorplus Limited and is underwritten by UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE.

Motorplus Limited is authorised and regulated by the Financial Conduct Authority.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority and is an insurers' agent and in the matters of a claim, act on behalf of Great Lakes Reinsurance (UK) SE. Registered in England No. SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. You can check this on the Financial Services Register by visiting [www.fca.org.uk/register](http://www.fca.org.uk/register), or by telephoning 0800 111 6768.

Subject to the appropriate premium having been paid the **Insurer** agrees to cover the Insured as set out in this Policy.

Unless expressly stated nothing in this Policy will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999.

## Important Numbers

If **You** have any questions about **Your** eligibility for this insurance or changes to **Your** circumstances **You** should call:

**Paymentshield Customer Helpline: 0345 6011 050. Lines open between 8.00am-7.00pm Monday to Friday and 8.00am-1.00pm Saturdays.**

Telephone calls may be recorded and monitored.

## Making a Claim 24/7

**You** must tell **Us** immediately after **You** first become aware of any cause, event or circumstances which could give rise to a claim under this Policy.

All claims must be made in any case within 120 days of the date that **You** were aware that a claim may be made.

**You can call the Claims Team on 0333 241 2476**

Please quote "Home Buyer's Protection" in all communications.

## Customers with Disabilities

This policy is also available in large print, audio and Braille. If **You** require any of these formats please contact the **Paymentshield** Customer Helpline.

## Important Information

This is **Your** Home Buyer's Protection Policy. Please spend some time reading through this Policy to ensure that it meets **Your** requirements. If there is anything **You** do not understand, please call **Us**. **We** will be happy to assist.

## Demands and Needs

This Policy meets the demands and needs of customers who wish to insure against the risk of being unable to recover *Conveyancing Fees, Mortgage Arrangement Fees, Survey Fees* and *Valuation Fees* following the intended purchase of a *Property* falling through. Cover is also in place should *You* not be able to continue with the purchase due to *Redundancy* or *Relocation* at work, or *You* or the person with whom *You* are jointly purchasing the *Property* being unable to continue with the purchase due to death or a terminal illness.

## Cancellation Right

If *You* decide that for any reason that this policy does not meet *Your* insurance needs, then please contact the PaymentsShield Customer Services Team within 14 days of the start date of the policy or the date *You* receive the policy documents (whichever is later). On the condition that no claims have been made or are pending, *We* will then refund *Your* premium in full. If *You* wish to cancel *Your* policy after 14 days *You* will not be entitled to a refund.

The *Insurer* may at any time cancel this policy by giving 30 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to *You* at *Your* last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

Provided the premium has been paid in full *You* will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance. If *Your* policy is cancelled as a result of fraud, *You* will not be entitled to the refund of premium *You* have paid.

## Definitions

The following words or phrases have the same meaning wherever they appear in italics throughout this document.

### Claim Date

The date upon which *You* are notified either verbally or in writing of an *Insured Event* occurring that affects the purchase of the *Property* and is covered by this Policy.

### 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*.

### Conveyancing Fees

The amount charged by *Your Solicitor* as their fees for the *Conveyancing*.

### Costs & Expenses

*Conveyancing Fees, Mortgage Arrangement Fees/Lenders Fees* and *Survey Fees* that *You* have incurred as part of *Your purchase* of the *Property*.

### End Date

The date *Your* cover ends being date of the first of the following:

1. the date *You* make a claim on this Policy;

2. the date **You** or **We** cancel this Policy;
3. the date **You** complete on the purchase of the **Property**; or
4. the 120th day after the **Start Date**.

#### Insured Event

Any of the following events, that occur during the **Period of Insurance** and lead to **Your** purchase of the **Property** failing:

1. The **Property** is withdrawn from sale by the **Vendor** due to reasons beyond **Your** control.
2. The **Vendor** receives and accepts an offer from a third party, which is at least £1000 greater than the offer from **You** previously accepted by them.
3. A Local Authority search highlights that the **Property** is the subject of a compulsory purchase order.
4. The **Vendor** is not legally entitled to sell the **Property** or to transfer interest in the **Property** to **You**.
5. **You** or the person who is buying the **Property** with **You**:
  - a. die and the survivor is unable or unwilling to continue with the purchase; or
  - b. are given notice of **Redundancy** and **You** are unable or unwilling to continue with the purchase; or
  - c. are given notice of **Relocation** and **You** are unable or unwilling to continue with the purchase.
6. **You** are diagnosed with a terminal illness and are unable or unwilling to continue the purchase.
7. The initial mortgage lenders' valuation of the **Property** is less than 95% of the sum **You** have offered for the **Property** and which has been accepted.
8. Prior to the releasing of funds the mortgage lender insists on rectification work being carried out to the **Property**, the cost of which exceeds 10% of the sum **You** have offered and which has been accepted.
9. The mortgage lender applies a retention on the loan for the **Property** and this figure exceeds 10% of the sum **You** have offered for the **Property** and which has been accepted.
10. The **Property** sustains damage during the **Period of Insurance** where the total cost of rectification work exceeds 10% of the **Property** value.

#### Limit of Indemnity

The maximum **Costs & Expenses** the **Insurer** will pay relating to the purchase of the **Property** that **You** are legally liable for or have incurred up to the **Claim Date**:

1. up to £800 in total for **Conveyancing Fees**, including the amount charged for Local Authority Searches;
2. up to £250 in total for **Mortgage Arrangement Fees/Lenders Fees**;
3. up to £550 in total for **Survey Fees** and **Valuation Fees**.

#### Mortgage Arrangement Fees/Lender's Fees

A non-refundable administrative charge paid by **You** to the mortgage lender to cover administration fees incurred in setting up a mortgage.

#### Period of Insurance

The period which must commence within seven days of the **Start Date** and finishes on the **End Date**.

#### Property

A property that has been built or converted for private use only and is subject to local council tax (at any rate) and is a permanently-constructed domestic dwelling situated within the **Territorial Limits** that **You** have made an offer to purchase where that offer has been accepted by the **Vendor** or their representative. **We** do not cover, mobile homes, caravans or any other type of non-permanent dwelling.

#### Redundancy

Where **You** or the person who is buying the **Property** with **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** or the person buying the **Property** with **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.

### Relocation

Where **You** or the person who is buying the **Property** with **You** are advised that they are to be permanently relocated to an alternative place of work which is greater than fifty miles from the **Property**.

### Paymentshield

**Paymentshield** means Paymentshield Limited who are responsible for the general administration of **Your** policy.

### Self-Employed

Means **You** are: (i) 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 (ii) a non-salaried partner in a partnership, or (iii) 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

Means either: (i) a professional lawyer or firm of lawyers, registered and authorised by the Law Society of England & Wales to practice; or (ii) a Licensed Conveyancer.

### Start Date

The inception of the policy must be within 7 days from the date on which **Your** mortgage application is submitted to the lender or **Your** solicitor is instructed, whichever is the sooner and once written acceptance of **Your** formal offer to purchase the property, from either the **Vendor** or their representatives has been received.

### Survey fees

The amount paid by **You** to a qualified Valuer or Surveyor to carry out a House Buyer's Report or Valuation or Structural Survey of the **Property**.

### Territorial Limits

England and Wales.

### Valuation Fees

The amount paid by **You** for the mortgage lender's valuation of the **Property**.

### Vendor

The party from whom **You** are buying the **Property**.

### We, Us or Our

Property Guard, a trading name of Motorplus Limited, underwritten by UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE

### You/Your

The person purchasing the **Property**. This may include **You** or any person buying the **Property** with **You** who intends to reside in the **Property** with **You** or anyone appointed to act on **Your** behalf.

## This Policy Will Cover

Following an **Insured Event** the **Insurer** will pay **Your Costs & Expenses** up to the **Limit of Indemnity** provided that, at the **Start Date**:

1. **You** are over 18 years of age;
2. the purchase of the **Property** is not subject to a **Contract Race** or sealed bids;
3. **You** are using a **Solicitor** or a Licensed Conveyancer to conduct the **Conveyancing** of the **Property**, and
4. **You** have not had a survey carried out on the **Property**.
5. The property being purchased is located in England or Wales.

6. The property is of permanent construction
7. **You** have not had insurance refused or cancelled or had any special terms applied by another **Insurer**
8. **You** do not have any unspent criminal convictions

## This Policy Will Not Cover

**You** are not covered for **Costs & Expenses**:

1. Incurred before the **Start Date**.
2. If **You** withdraw from the purchase of the **Property** for reasons other than those covered by this Policy.
3. If **You** are aware of a previous survey having been carried out in respect of the **Property** up to 90 days prior to the **Start Date** that may give cause for the purchase to fail.
4. If **You** are aware, prior to the **Start Date**, of any circumstances which could lead to a claim being made under this Policy.
5. If **You** deliberately and knowingly cause a delay or behave in a manner that results in the failed purchase.
6. Where they can be reimbursed by **Your** employer.
7. Where **You** are able to obtain a refund.
8. Where, in the case of **Redundancy**:
  - a. **You** are **Self-Employed**;
  - b. **You** are a company director or partner of the company giving notice of **Redundancy**; or
  - c. the **Redundancy** is voluntary.

## General Conditions

Failure to keep to any of these Conditions may lead the **Insurer** to cancel **Your** Policy, refuse a claim or withdraw from an ongoing claim. The **Insurer** also reserves the right to recover **Costs & Expenses** from **You** should this occur.

### 1. Our Consent

**We** must give **Our** written consent to pay any claim under the Policy.

### 2. Dual Insurance

The **Insurer** will not pay for any claim covered by another policy, or any claim that would have been covered by any other policy if this Policy did not exist.

### 3. Fraudulent Claims

If **You** make any request for payment under this Policy knowing it to be fraudulent or false in any respect or ought reasonably in the circumstances to know it to be fraudulent or false or where there is collusion between any parties to the dispute, this Policy shall become void and any premiums paid hereunder shall be forfeited and **We** shall be entitled to recover any monies previously paid.

### 4. Subrogation

If **You** claim under this insurance **We** may take over **Your** rights of action against any third party for **Our** own benefit, before or after **We** have paid **Your** claim, to recover any costs or payments **We** may make.

### 5. Recovery of Costs & Expenses

If **We** make a payment to **You** under the terms of this insurance and subsequently **You** successfully purchase the **Property**, **We** may request from **You** full reimbursement of any monies paid by **Us**.

### 6. Governing Law

Unless some other law is agreed in writing, this Policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **Your** main residence is situated.

## 7. Contracts (Rights of Third Parties) Act 1999

A person who is not party to this contract has no right to enforce the terms and conditions of this Policy under the Contracts (Rights of Third Parties) Act 1999.

## Administration

*Your* policy will be administered by *Paymentshield* on *Our* behalf and they will be responsible for the day to day running of *Your* policy.

## General Information

- (i) Any premium or premium refunds held by *Paymentshield* will be held on *Our* behalf.
- (ii) *Paymentshield* reserves the right to change its chosen insurer. Any such change may take place at any time by *Paymentshield* cancelling this policy and transferring the insurance cover to a new insurer.

*Paymentshield* will contact *You* no less than 30 days before making such a change with details of the new proposed insurers and terms on which cover may be provided by the new insurer. Accordingly, in order to ensure continuity of *Your* insurance *You* authorise *Paymentshield* to cancel *Your* existing insurance and transfer *Your* data to any new proposed insurer to provide *You* with the replacement cover.

When contacting *You* with details of the new insurer and its offer of insurance for *Your* consideration *Paymentshield* will explain how *You* may revoke this authority and provide details of how *You* may cancel this policy, if *You* do not wish to continue *Your* policy with the new insurer.

- (iii) The benefit cannot be paid to anyone else or in any way other than as described in this policy.
- (iv) When *Your* cover under this policy ends it will not have any cash or surrender value.
- (v) The rights given under this policy cannot be transferred to anyone else.
- (vi) A person who is not a party to the contract of insurance set out in this policy shall have no rights under the Contracts (Rights of Third Parties) Act 1999 (the "Act") to enforce any term of this policy provided that this shall not affect any right or remedy of any person which exists or is available otherwise than pursuant to the Act.
- (vii) *We* and *Paymentshield* will use the English language in all documents and communications relating to this policy.
- (viii) To improve the quality of service, *We* and *Paymentshield* will be monitoring and recording telephone calls.
- (ix) *You* must respond honestly to any request for information *We* make when *You* take out cover under this policy, or apply to vary *Your* cover under this policy. In the event that any statement of fact *You* make is untrue or misleading, this may affect the validity of *Your* policy, and whether *You* can make a claim.
- (x) Failure to comply with any condition of this policy may result in the suspension or the stopping of monthly benefit;
- (xi) The Law

This policy is governed by English law. Any legal proceedings will be held in the courts of England and Wales unless *You* live in Scotland or Northern Ireland, in which case *You* will be entitled to commence legal proceedings in *Your* local courts.

## Promise of Service

*Our* and *Paymentshield's* goal is to give excellent service to all customers, whilst recognising that things do go wrong occasionally. All complaints received are taken seriously and resolved promptly, wherever possible.

To ensure *We* and *Paymentshield* provide the kind of service *You* expect *Your* feedback is welcome. *Your* comments will be recorded and analysed to make sure the service *We* and *Paymentshield* offer continually improves. Most customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, *You* will be contacted and provided with an expected date of response.



## Complaints Procedure

It is **Our** intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim **You** should in the first instance contact:

(a) Sales Complaints - if **You** are unhappy with any aspect of the sale of **Your** policy or have cause for complaint, **You** should initially contact the person who arranged the cover for **You**.

(b) Administration Complaints - if **You** have a complaint about the administration of **Your** policy, please contact the **Paymentshield** Customer Services Team by telephone or in writing by letter or email to:

The Paymentshield Customer Services Team  
Paymentshield Limited, PO Box 229, Southport PR9 9WU  
Paymentshield Customer Helpline: 0345 6011 050  
enquiries@paymentshield.co.uk

(c) Claims Complaints - if **You** have a complaint about a claim **You** have made please contact:

The Quality Assurance Manager  
Motorplus Claims  
Kircam House,  
5 Whiffler Road,  
Norwich  
NR3 2AL

Email: [qualityteam@property-guard.co.uk](mailto:qualityteam@property-guard.co.uk)

Telephone number: 0333 241 2476

Please ensure that **Your** Policy number is quoted in all correspondence to assist a quick and efficient response.

The Financial Ombudsman Service (FOS) was set up by parliament to resolve complaints that customers and financial businesses are not able to resolve. FOS is an independent service free to customers.

If you have a complaint about any aspect of our service, you should contact us in the first instance. If you remain dissatisfied with our response or 8 weeks have elapsed from the date we received your complaint, you may be eligible to refer your complaint to FOS.

The updated contact details for the Ombudsman, can be found below:

The Financial Ombudsman Service

Exchange Tower

London

E14 9SR

0800 023 4 567

(calls to this number are now free on mobile phones and landlines. Monday – Friday, 8am – 8pm, Saturday, 9am – 1pm)

0300 123 9 123

(calls to this number cost no more than calls to 01 and 02 numbers. Monday – Friday, 8am – 8pm, Saturday, 9am – 1pm)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

This procedure will not prejudice **Your** right to take legal proceedings. However, please note that there are some instances when the FOS cannot consider complaints.

A leaflet detailing our full complaints/appeals process is available from us on request.

## Financial Services Compensation Scheme

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.

## Consumer Insurance (Disclosure & Representations) Act 2012

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to supply accurate and complete answers to all questions and to make sure that all information supplied to **Us** is true and correct. **You** must tell **Us** of any changes to the answers **You** have given as soon as possible. Failure to advise **Us** of a change to **Your** answers may mean that **Your** Policy is invalid and that it does not operate in the event of a claim.

**You** must contact Paymentsshield immediately in the event that there is a change to **Your** circumstances, as follows:

- **You** change **Your** address;
- **You** are convicted of a criminal offence or receive a police caution;
- **You** have insurance refused, declined, cancelled or terms applied by another insurance provider.

## Data Protection Act 1998

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for processing to other companies acting on their instructions including those located outside the European Economic Area, some of which may not have equivalent Data Protection laws.

**We** may obtain information about **You** from credit reference agencies, fraud prevention agencies and similar organisations to enable **Us** to check **Your** credit status and identity. These agencies will record **Our** enquiries, which may be seen by other companies who make their own credit enquiries.

**We** may also check **Your** details with fraud prevention agencies.

If **You** provide false or inaccurate information and **We** suspect fraud, **We** will record **Our** concerns. **We** and other organisations may use these records to help make decisions on insurance proposals and claims, prevent fraud, recover debt and check **Your** identity to prevent money laundering.

Under Data Protection legislation, **You** can ask **Us** in writing for a copy of certain personal records held about **You**. Please write to Motorplus Ltd, Kircam House, Whiffler Road, Norwich, NR3 2AL. A charge of £10 will be made.



Property Guard, a trading name of Motorplus Limited is authorised and regulated by the Financial Conduct Authority (FCA) under registration number 309657.

Motorplus Limited, Kircam House, 5 Whiffler Road, Norwich NR3 2AL, registered in England no 3092837.

Paymentshield Limited is authorised and regulated by the Financial Conduct Authority (FCA) under registration number 312708.

Details of the above companies can be checked on the Financial Services Register by visiting the FCA's website or by contacting the FCA on 0800 111 6768.

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Telephone calls to **Paymentshield** may be recorded for training and quality.

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This document is also available in Braille, large print and audio cassette.

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