

OneSearch Insure - Buyer's Policy

Sample Solicitors Ltd
123 Sample Street
Anytown
AB12 3CD
Sampleshire

Address: Policy Holder's Address
456 Sample Lane
Sampletown
EF45 6GH

Date of Instruction: 27/09/2016
Your Ref: -
Certificate No: D01430226
Client Ref: -
Policyholder: Mr Test
Policy Number: 4,334

Your Residential Home Buyers Protect: Safe As Houses Insurance policy has now been instructed.

Please find enclosed policy document which you should read to ensure that you fully understand the terms and conditions within.

Should you require assistance, or in the event you need to make a claim please call 0845 040 5975 or e-mail claims@acastaeurope.co.uk.

NORTHCOTTBEATON

INSURANCE BROKERS

Policy of Insurance Home Buyers Protect: *Safe as Houses*

INTRODUCTION

This **Policy** is a contract between **You** and the **Insurer**, Acasta European Insurance Company Limited, PO Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar (registered no. 96218) which is authorised and regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority for the conduct of UK business. Details about the extent of **Our** regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Acasta on request.

This **Policy** is evidence of a contract of insurance and will only become effective when **We** have received payment in full.

The **Insurer** will indemnify the **Insured Person** subject to the terms, conditions, clauses and exclusions of this **Policy** during the **Period of Insurance** within the **Territorial Limits**.

UNDERSTANDING YOUR POLICY

Please read **Your** policy carefully and make sure **You** understand and fully comply with its terms and conditions, failure to do so might jeopardize the payment of any claim which may arise and could lead to **Your** policy becoming void. Please ensure **You** keep the policy in a safe place so that if **You** should need to **You** can read it again.

THE COVER

We will pay **costs and expenses** incurred following an insured incident, provided that the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £1,500, provided that:

- (a) the premium has been paid; and
- (b) the **Date of Occurrence** is during the **Period of Insurance**.

DEFINITIONS

The following words will have the following meanings when they appear in bold print in this document.

Claims Administrator Acasta Europe Limited which is based at Anglia House, Carrs Road, Cheadle SK8 2LA Telephone – 0845 040 5975 (local rate) for Claims and 0800 668 1178 for all other queries.

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Costs and expenses	Conveyancing Fees, Mortgage Lenders Arrangement Fees, Mortgage Lenders Valuation Fees, Survey Fees, Legal Fees and Disbursements incurred by You in the purchase of the Property .
Countries covered	England and Wales.
Date of occurrence	The date You are aware, or should be aware, that the purchase of the Property will not be completed.
Date of issue	The Date of Issue is the date You purchased the policy.
Legal search	Regulated and Official Drainage search, Regulated and Official Local Authority search, Local Land Charges and Land Registry search.
Property	The Property as declared to Us .
Period of insurance	365 days from the Date of Issue .
We / Us / Our / Acasta	The Insurer , Acasta European Insurance Company Limited.
You / Your	The person/s who have taken out this policy.

WHAT YOU ARE COVERED FOR

Home buying costs

- (1) The failure to purchase the property following:
 - (a) the vendor withdrawing the property from sale following receipt and acceptance of an alternative offer from another buyer of at least £1,000 more.
 - (b) **Your** withdrawal from the purchase of the property because of:
 - (i) An adverse legal search, which is any entry which either prohibits, or is seriously detrimental to, a successfully completed transaction, or
 - (ii) the mortgage lender's valuation of the property being less than 90% of the sum **You** have offered.
 - (c) **Your**, or the vendor's withdrawal from the purchase of the property, because of **Your** or the vendor's:
 - (i) employers' relocation not completing,
 - (ii) involuntary unemployment,
 - (iii) death, unforeseen illness or bodily injury caused by a sudden or specific accident.

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WHAT YOU ARE NOT COVERED FOR

- (a) The cost of obtaining information or documents to support **Your** claim.
- (b) Any claim resulting from voluntary redundancy.
- (c) Cost and expenses incurred before the start of this policy.
- (d) Fines, penalties, compensation or damages which **You** are ordered to pay by a court or other authority.
- (e) Any legal action that **You** take which **We** have not agreed to, or where **You** do anything that hinders **Us**
- (f) A dispute with **Us** not otherwise dealt with under Condition 5.
- (g) Any claim relating to any illness, injury or condition **You** had before the start of this policy.
- (h) Any claim relating to psychological injury or mental illness.
- (i) Any defect in a title which can be rectified or for which an insurance policy can provide cover for.
- (j) A claim caused by, contributed to by or arising from:
 - (i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
 - (iii) war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup
 - (iv) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- (k) Any property used for business or commercial use.
- (l) Any claim arising from or relating to flooding, potential flooding or the property being classified on a flood risk area.

WHEN WILL THE COVER END?

The **End Date** will be the earliest of;

- (i) 12 months from the **Start Date** of the policy as stated on **Your** policy **Schedule of Cover**;
- (ii) the date on which **Benefit** is paid under this insurance cover;
- (iii) the date on which **You** do not pay the **Premium** when it is due, or **You** cancel any payment previously made or fail to maintain **Your** payments under the monthly payment option; or
- (iv) the date the on which the transaction is successfully completed.

This policy is non-renewable.

CANCELLATIONS & REFUNDS

You may cancel **Your** insurance cover within 30 days of receiving the policy documentation and receive a refund of the **Premium** paid if **You** have not made a claim. Thereafter **You** may cancel the

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insurance cover at any time by writing to the **Administrator**: Acasta Europe Ltd, Anglia House, Carrs Road, Cheadle, SK8 2LA. You will receive a pro rata refund of the number of complete unexpired days remaining of **Your** insurance cover. **You** will not be entitled to a pro-rata refund if a claim or an incident that may give rise to a claim has occurred.

INVALID COVER BENEFIT

If any **Benefit** is paid which is found to have been made as a direct or indirect result of **Your** fraud, recklessness or negligence then all payments shall be forfeited and **We** reserve the right to demand that any sum paid by **Us** is repaid by **You** and/or take the appropriate legal action against **You**.

HOW TO MAKE A CLAIM

If an **Insured Person** wishes to discuss any situation that may lead to a claim, please ring the **Administrator's** dedicated helpline **0845 040 5975** quoting **Your** policy number. Alternatively **You** can email the **Administrator** at claims@acastaeurope.co.uk or write to them at:

Acasta Europe Limited
Anglia House
Carrs Road
Cheadle
SK8 2LA

Claims should be made as soon as **You** become aware of the incident likely to lead to a claim and no later than 14 days after the claim has been concluded by the insurer of the **Main Insurance** policy. Once details of the claim have been received by the **Administrator** and providing that the appropriate cover is in place, they will arrange for specialist staff to assess the situation and dependent upon their assessment advise **You** of the supporting documentation that **You** must send to the Administrator so that **We** may arrange payment of the claim.

It is very important that **You** read this document carefully and keep it in a place of safekeeping for **Your** future reference.

Policy Conditions

1. Observance of policy Terms

You must:

- (a) keep to the terms and conditions of this policy
- (b) take reasonable steps to avoid and prevent claims
- (c) take reasonable steps to avoid incurring unnecessary costs
- (d) send everything **We** ask for, in writing;
- (e) report to **Us** full and factual details of any claim as soon as possible and give **us** any information **We** need.

2 Your responsibilities

You must co-operate fully with **Us** and must keep **Us** up-to-date with the progress of the claim.

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3 Arbitration

If there is a disagreement between **You** and **Us** about the handling of any claim that is not resolved through **our** internal complaints procedure, **You** can contact the Financial Ombudsman Service for help. A disagreement may also be referred to an independent arbitrator. The arbitrator will be a Barrister chosen jointly by **Us** and **You**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chairman of the Bar Council to decide. If the arbitrator finds in **Our** favour, **You** will be responsible for the costs of arbitration.

4 Termination of policy

You can cancel this policy by telling **Us** within 14 days of taking it out or at any time afterwards as long as **You** tell **Us** at least 14 days beforehand. **We** can cancel this policy at any time as long as **We** tell **You** at least 14 days beforehand.

5 Fraudulent claims

We will, at **Our** discretion, void the policy from inception, or from the date of claim, or alleged claim, or **We** will not pay the claim if:

- (a) a claim made by **You** to obtain benefit under this policy is fraudulent or intentionally exaggerated, whether material or not; or
- (b) a false declaration or statement is made in support of a claim.

6 Claims under this policy by a third party

Apart from **Us**, **You** are the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

7 Other insurances

If the insurance provided by this policy is also covered by another policy, or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim, even if the other insurer refuses the claim.

8 Applicable law

This policy will be governed by the law of England and Wales.

9 Period of insurance

The **period of insurance** will end 365 days after the **Date of Issue** of the policy or when **You** make a claim, whichever happens first and is not renewable.

COMPLAINTS PROCEDURE

We always aim to provide a first class standard of service. However, if **You** are dissatisfied **You** should in the first instance address **Your** enquiry to the **Administrator** quoting **Your** policy number. Telephone: 0800 668 1178, email: info@acastaeurope.co.uk. **You** may also contact **Us** about **Your** complaint on the contact details below:

Acasta Europe Ltd, Anglia House, Carrs Road, Cheadle, SK8 2LA.

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If **You** are dissatisfied with the response **You** receive in relation to **Your** complaint or **Your** complaint is not resolved within 8 weeks **You** have the right to refer **Your** complaint to the Financial Ombudsman Service: The Financial Ombudsman Service (FOS), Exchange Tower, London E14 9SR.

COMPENSATION SCHEME

The **Insurer** is covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the “Compensation Scheme”). If the **Insurer** is unable to meet their obligations under this **Policy**, an **Insured Person** may be entitled to compensation from the Compensation Scheme.

DATA PROTECTION

Any personal information provided by **You** may be held by the **Insurer** in relation to **Your Insurance** cover. It may be used by **Our** relevant staff in making a decision concerning **Your Insurance** and for the purpose of servicing **Your** cover and administering claims. Information may be passed to loss adjusters, solicitors, reinsurers or other service providers for these purposes. **We** may obtain information about **You** from credit reference agencies, fraud prevention agencies and others to check **Your** credit status and identity. The agencies will record **Our** enquiries, which may be seen by other companies who make their own credit enquiries. **We** will check **Your** details with fraud prevention agencies. If **You** provide false or inaccurate information and **We** suspect fraud, **We** will record this.

We and other organisations may use these records to:

- a. Help make decisions on **Insurance** proposals and **Insurance claims**, for **You** and members of **Your** household
- b. Trace debtors, recover debt, prevent fraud, and manage **Your Insurance policies**
- c. Check **Your** identity to prevent money laundering, unless **You** furnish **Us** with satisfactory proof of identity.

This may involve the transfer of **Your** information to countries which do not have Data Protection laws.

Under Data Protection legislation, **You** can ask **Us** in writing for a copy of certain personal records held about **You**. A charge will be made for this service.

We may use **Your** details to:

- a. Send **You** information about other products and services that may interest **You**.
- b. Carry out research.

We may contact **You** by letter, e-mail or phone. If **you** would prefer not to receive marketing information or take part in research, simply tell **Us** when **You** call next.

We will not make **Your** personal details available to any companies to use for their own marketing purposes.

Home Buyers Protect: Safe as Houses POLICY SUMMARY

This policy has been supplied to you by Acasta European Insurance Company Limited. This document does not contain the full policy terms and conditions of RATI Insurance. This document does not override the terms and conditions set out in the policy wording, a copy of which is available on request and which will be sent to you once your application for Insurance has been accepted. On receipt of your policy you will have time to decide if you want to cancel the policy.

ELIGIBILITY

An individual eligible for this insurance cover if he or she:

- (a) is resident in England, Scotland, Northern Ireland or Wales on the start date and remains so throughout the period of insurance;
- (b) is at least 18 years of age;
- (c) has applied for this insurance cover in the form approved by us;
- (d) has paid or agreed to pay the premium and agreed to comply with the terms and conditions of this policy; and;

ADMINISTRATOR

The Administrator for your policy is Northcott Beaton Limited (referred to in this document as "we" or "us") is a company registered in England and Wales, with registered number 04773132 and registered office at Thompson Jenner, 28 Alexandra Terrace, Exmouth, Devon, EX8 1BD.

CLAIMS ADMINISTRATOR

Acasta Europe Limited which is based at Anglia House, Carrs Road, Cheadle, SK8 2LA, Telephone – 0845 040 5975 (local rate) for Claims and 0800 668 1350 for all other queries.

CANCELLATION PROCEDURE

You have the right to cancel this policy without liability for the premium within 14 days of the date upon which you receive the Certificate of Insurance provided You have not made a claim. Written notice of cancellation must be given to the insurance broker or agent at the address at which they conducted business with you.

CLAIMS PROCEDURE

In the event of any incident which may give rise to a claim under this policy **you** must report the incident to the claims administrator on the number provided above. Please see the 'How to Make a Claim' section on your policy document.

COMPLAINTS PROCEDURE

If you have a cause for complaint, you should contact the administrator, as above. Should you be dissatisfied with their response you may have the right to refer your complaint to the Financial Ombudsman Service. This right is in addition to your legal right as a consumer.

OTHER IMPORTANT INFORMATION

Acasta European Insurance Company Limited is authorised and regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority for the conduct of UK business. Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Acasta European Insurance Company Limited on request. Acasta European Insurance Company Limited is covered by the Financial Services Compensation Scheme, if it is unable to meet its obligations under this policy, an insured person may be entitled to compensation from the Scheme. Acasta European Insurance Company

Limited address is: P.O. Box 1338, 1st Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

DETAILS OF COVER

This policy is limited to a maximum of 1 claim from any of the 3 sections outlined in your policy document during the period of insurance. Claims under this policy are subject to a limit of indemnity of £1,500 for any one claim and in the aggregate. For the avoidance of doubt this is the maximum value that will be settled in total for any claim/s made under this policy.

EXCLUSIONS

This policy does not cover:

- i.** Any claim made, or any event which causes the need for a claim to be made, before the Date of Inception as detailed on the policy schedule;
- ii.** Any claim made for a property that was not available for purchase when you made an offer or began the process.
- iii.** Any claim made where evidence of transactions cannot be provided. Evidence required must be:
 - a.** Letter/email confirmation from Estate Agent or Solicitor, copy of search or valuation or letter from a doctor or employer as relevant.
 - b.** be in Your name;
 - c.** have the address of the property for which the transaction has been insured for on your certificate;
- iv.** Any claim resulting in Consequential Loss or any indirect Loss or damage which resulted from the event which led to the claim;
- v.** The cost of obtaining information or documents to support Your claim.
- vi.** Any claim resulting from voluntary redundancy.
- vii.** Costs and Expenses incurred outside of the covered in Your policy wording.
- viii.** Fines, penalties, compensation or damages which You are ordered to pay by a court or other authority.
- ix.** Any legal action that You take which We have not agreed to, or where You do anything that hinders Us
- x.** Any claim relating to any illness, injury or condition You had before the start of this policy.
- xi.** Any claim relating to psychological injury or mental illness.
- xii.** Any defect in a title which can be rectified or for which an insurance policy can provide cover for.
- xiii.** Any Property used for business or commercial use.
- xiv.** Any claim arising from or relating to flooding, potential flooding or the Property being classified on a flood risk area.
- xv.** Any claim where the circumstance of that claim cannot be validated by You;
- xvi.** Any claim where We identify fraudulent activity;
- xvii.** Any claim arising from any consequence 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 or damage to property by or under the authority of any government, public or local authority;
- xviii.** Any claim arising from any expense, Loss of any income, legal liability or any Loss or damage, to property directly or indirectly caused by, contributed to, by or arising from any of the following, or from any similar reaction or event:
 - a)** ionising radiations 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.