

HOMELYFE HOME BUYER'S INSURANCE POLICY

Thank you for purchasing this Home Buyer's Insurance policy

In return for payment of **your** premium **we** will provide the insurance cover detailed in this policy subject to the terms, conditions, and limitations shown below or amended in writing by us during the period of insurance.

To ensure that **you** get the most from **your** cover, please take time to read the policy which explains the contract between **you** and us.

Please keep this insurance policy in a safe place and remember to take care to follow the requirements throughout the policy and particularly those that apply to making a claim.

If any details are incorrect or it does not provide the cover **you** need, **you** should return the schedule to the **administrator** who sold **you** this policy.

This insurance is arranged by Homelyfe Limited & underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Homelyfe Limited is an Appointed Representative of Vibe MGA Management Limited who is authorised and regulated by the Financial Conduct Authority (FCA).

UK General Insurance Ltd are authorised and regulated by the by the Financial Conduct Authority (FCA).

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

Making a claim

If **you** wish to make a claim please contact:

Lexelle Limited

Tel : 0330 058 0462

Email : assist@lexelle.com

UK General Insurance Ltd is an agent of Great Lakes Insurance SE and in the matters of a claim act on behalf of Great Lakes Insurance SE.

Definitions

The following words or phrases have the meaning defined below whenever they appear in bold throughout this policy.

Administrator	Homelyfe Limited
Claim Date	The date upon which you are notified 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 and survey fees that you have incurred as part of your purchase of the property .
Expiry Date	The date cover under this policy finishes which will be the earliest of the following: the date that you make a claim on this policy the date that you or we cancel this policy the date that you complete on the purchase of the property 182 nd day after the inception date .
Inception Date	The date stated on the schedule which must be within 7 days of your offer for the property being formally accepted, in writing, by the vendor .
Insured Event	<ul style="list-style-type: none"> - Any of the following events that lead to your purchase of the property failing: - The property is withdrawn from sale by the vendor due to reasons beyond your control. - The vendor receives and accepts an offer from a third party, which is a minimum of £1,000 greater than the offer from you previously accepted by them. - A Local Authority search highlights that the property is the subject of a compulsory purchase order. - The vendor is not legally entitled to sell the property or to transfer interest in the property to you. - You or the person who is buying the property with you either: <ol style="list-style-type: none"> a. die and the survivor is unable or unwilling to continue with the purchase b. are given notice of redundancy and you are unable or unwilling to continue with the purchase c. are given notice of relocation and you are unable or unwilling to continue with the purchase - You are diagnosed with a terminal illness and are unable or unwilling to continue the purchase. - The initial mortgage lender's valuation of the property is less than 90% of the sum you have offered for the property and which has been accepted by the vendor. - 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 by the vendor.

	<ul style="list-style-type: none"> - 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 by the vendor. - The property sustains damage during the period of insurance where the total cost of rectification work exceeds 10% of the property value. - The RICS HomeBuyers Report or RICS Building Survey identifies that rectification work needs to be carried out to the property, the cost of which exceeds 10% of the sum you have offered and which has been accepted by the vendor.
Mortgage arrangement fees	A non-refundable administrative charge paid by you to the mortgage lender to cover administration fees incurred in setting up a mortgage for the property .
Period of Insurance	The period between the inception date and the expiry 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 and that offer has been accepted in writing by the vendor . We do not cover mobile homes, caravans, houseboats, 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 the person who is being made redundant must have been in full time employment for a minimum of six months prior to the inception date and not be aware of any impending redundancy at the inception 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 .
Self-employed	Means you are either: (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 a qualified lawyer or firm of lawyers, authorised and registered by the Solicitors Regulation Authority (SRA) to practice, or a Licensed Conveyancer.
Survey Fees	The amount paid by you to a qualified Valuer or Surveyor to carry out a HomeBuyers Report or Valuation or Structural Survey of the property .
Territorial Limits	England, Scotland, Wales and Northern Ireland.
Valuation Fees	The amount paid by you for a valuation of the property .
Vendor	The party from whom you are buying the property .
We / Us / Our	UK General Insurance Limited on behalf of Great Lakes Insurance SE. UK General Insurance Limited is an insurers' agent and in the matters of a claim, act on behalf of Great Lakes Insurance SE.

You/Your	The person purchasing the property and 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.
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What is covered

We will reimburse **you** for **costs and expenses** relating to an **insured event** that **you** are legally liable for or have incurred during the **period of insurance** subject to the level of cover selected and the corresponding maximum limits as follows:

£2,250 Cover Limit

- £1500 in respect of **conveyancing fees** (including fees for local authority searches)
- £250 in respect of **mortgage arrangement fees**
- £500 in respect of **survey fees** and **valuation fees**

What is not covered

You are not covered for **costs** and **expenses**:

- incurred prior to the **inception date**.
- for purchases where there will be shared ownership or shared equity.
- on purchases where **you** share the financial interest in the property, other than where this is with a joint legal owner or the first mortgage provider.
- if **you** are aware of a previous survey of the **property** which may lead to an **insured event**.
- if **you** decide to withdraw from the purchase of the **property**, unless the reason is covered by an **insured event**.
- if an **insured event** occurs due to a deliberate act by **you**.
- where the **property** being purchased is subject to a **contract race**.
- where the **property** is withdrawn from the market by the vendor due to **your** actions, including where **you** have attempted to renegotiate the terms of the sale.
- where the purchase/**property** is subject to sealed bids.
- where the survey/mortgage valuation for the **property** has provided a NIL or no valuation due a requirement for **you** to obtain further reports (e.g. damp reports), unless **you** have obtained such reports and the survey/mortgage lenders subsequent valuation is below 90% of the sum **you** have offered for the **property** and which has been accepted by the **vendor**.
- properties being sold/bought via auction.
- if they can be reclaimed from or refunded by another party (including credits towards a future purchase).

- over and above **our** share of the claim where any claim is covered by another policy or would have been covered by another policy if this policy did not exist, even if that insurer refuses the claim.
- If in respect of **redundancy**:
 - I. **you** are **self-employed; or**
 - II. you take voluntary redundancy; or
 - III. **you** are a partner or director of the company that is making **you** redundant.
- Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- Any direct or indirect consequence of:
 - I. Irradiation, or contamination by nuclear material; or
 - II. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - III. Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted. For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.
For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

General Conditions

Failure to adhere to any of these conditions may lead **us** to cancel **your** policy, refuse a claim or withdraw from an ongoing claim. **We** also reserve the right to recover **costs & expenses** from **you** should this occur.

1. Your Responsibilities:

You must:

- Ensure that **we** receive notification of any event which may give rise to any claim under this policy as soon as possible;

- Provide any information requested by **us** as soon as possible (This may include invoices, mortgage documents, bank statements);
- Provide **us** with full details and documents in support of any claim within 60 days of an insured event occurring and **you** wishing to make a claim
- Be over 18 years of age
- Have had **your** offer for the **property** formally accepted, in writing, by the **vendor**, within the last 7 days.
- Not have had the **property** surveyed
- Ensure the **property** is not subject to a **contract race** or sealed bids.
- Not be aware of any circumstance that may give rise to a claim.

Your Responsibility

You must take reasonable care to:

- I. supply accurate and complete answers to all the questions **your administrator** may ask as part of **your** application for cover under the policy
- II. to make sure that all information supplied as part of **your** application for cover is true and correct
- III. tell **your administrator** of any changes to the answers **you** have given as soon as possible

You must take reasonable care to provide information that is accurate and complete answers to the questions **our administrator** ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not accurate and complete, 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.

If **you** become aware that information **you** have given **your administrator** is inaccurate or has changed, **you** must inform them as soon as possible.

2. Fraudulent Claims

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge; or
- If **your** claim is in any way dishonest or exaggerated,

we will not pay any benefit under this policy or return any premium to **you** and **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.

3. Subrogation

We reserve the right to pursue or take over legal proceedings against any third party in **your** name in order to recover costs or damages paid by **us**. Should **you** recover any costs or damages paid by **us**, these costs or damages must be repaid to **us** immediately.

4. 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.

5. Assignment

This policy cannot be assigned to another party by **you** without **our** written consent.

6. 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**.

Cancellation

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please return it to the **administrator** within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **we** will then refund **your** premium in full.

Thereafter **you** may cancel the insurance cover at any time by informing the **administrator** however no refund of premium will be payable.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 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:

- I. Where **we** reasonably suspect fraud
- II. Non-payment of premium
- III. Threatening and abusive behaviour
- IV. Non-compliance with policy terms and conditions
- V. **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask.

If **we** cancel the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover.

Where **our** investigations provide evidence of fraud or misrepresentation, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **your** administrator with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date **you** originally took it out and **we** will be entitled to keep the premium.

If **your** policy is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with **us**, as well as other insurers, in the future.

Complaints

It is the 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 follow the Complaints Procedure below:

Complaints regarding:

Sale of the Policy

Please contact **Homelyfe Limited** who arranged the Insurance on **your** behalf.

- By writing to the Chief Customer Officer, Homelyfe Limited, 60 Gray's Inn Road, Unit G1, London, WC1 8AQ
- By emailing the Chief Customer Officer at support@homelyfe.com
- By telephoning 0330 058 0492

If **your** complaint about the sale of **your** policy cannot be resolved by the end of the third working day, **your** agent will pass it to:

Customer Relations Department
UK General Insurance Limited
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ

Tel: 0345 218 2685

Email: customerrelations@ukgeneral.co.uk

Claims

- By writing to the Claims Manager, Lexelle Ltd, P.O. Box 4428, Sheffield, S9 9DD
- By emailing the Claims Manager: assist@lexelle.com
- By telephoning 0114 249 3300 - Fax 0114 249 3323

In all correspondence please state that **your** insurance is provided by UK General Insurance Limited and quote scheme reference 06581A.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
Exchange Tower,
London,
E14 9SR.

Tel: 0300 123 9 123

Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

If **you** have purchased the insurance policy online, **you** may also raise **your** complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly.

Financial Services Compensation Scheme

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Ageas Insurance Limited cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk. **You** may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **you** can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY.

PRIVACY NOTICE

UK General Insurance Ltd

We are UK General Insurance Ltd, referred to as “**we/us/our**” in this notice. Our data controller registration number issued by the Information Commissioner’s Officer is Z7739575.

This privacy notice is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as “**you/your**” in this notice.

We are dedicated to being transparent about what **we** do with the information that **we** collect about **you**. We process **your** personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of **your** personal data is necessary for us to administer **your** insurance policy and meet **our** contractual requirements under the policy. **You** do not have to provide us with **your** personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

What information do we collect about you?

Where **you** have purchased an insurance policy through one of **our** agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to us so that **we** can administer **your** insurance policy.

For specific types of insurance policies, for example when offering **you** a travel insurance policy, **we** may process some special categories of **your** personal data, such as information about **your** health.

We have a legitimate interest to collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

UK General’s full privacy notice

This notice explains the most important aspects of how **we** use **your** data. **You** can get more information about this by viewing **our** full privacy notice online at <http://ukgeneral.com/privacy-notice> or request a copy by emailing us at dataprotection@ukgeneral.co.uk. Alternatively, **you** can write to us at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

Homelyfe

Homelyfe Limited is an Appointed Representative of Vibe MGA Management Limited who is authorised and regulated by the Financial Conduct Authority (FCA). We are the data controller of any personal information **you** provide to us or personal information that has been provided to us by a third party. **Our** data controller registration number issued by the Information Commissioner's Officer is ZA245181.

We collect and process information about **you** in order to arrange insurance policies and to process claims.

Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing **your** information with third parties such as insurers, brokers, insurance intermediaries such as Managing General Agents, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, **our** regulators, police and government agencies or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service **we** provide.

For further information on how **your** information is used and **your** rights in relation to **your** information please see **our** Privacy Policy which can be found here - <https://www.homelyfe.com/privacy-policy>

If **you** are providing personal data of another individual to us, **you** must tell them **you** are providing their information to us and show them a copy of this notice.