



Residential Abortive Transaction Insurance

Buyers Policy

NORTHCOTTBEATON
INSURANCE BROKERS

Counselling helpline service

Call 0117 934 2121

We will provide **you** with a confidential counselling service, 24 hours a day, seven days a week, over the phone including, where appropriate, referral to relevant voluntary or professional services.

Any costs incurred when using the referral services will be your responsibility.

We will not accept responsibility if the Helpline Service is unavailable for reasons we cannot control.

The meaning of words in this policy

The following definitions apply to this policy and shall keep the same meaning wherever they appear in this policy in **bold**:

Costs and expenses	Conveyancing fees, mortgage arrangement fees, mortgage lenders valuation, home buyer's, 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 you instruct your solicitor to start the conveyancing work to complete the purchase of the property . If the property is purchased at an auction, the date of issue will be the date of the auction where your bid successfully won the auction.
Legal search	Regulated and Official Drainage search, Regulated and Official Local Authority search, Local Land search and Land Registry search.
Property	The property as declared to us .
Period of insurance	365 days from the date of issue .
We, us, our, DAS	DAS Legal Expenses Insurance Company Limited.
You, your	The person/s who have taken out this policy.

Welcome to DAS

Thank **you** for taking out a DAS Home Buyers policy. **You** are now protected by Europe's leading legal expenses insurer. To make sure **you** get the most from **your** DAS cover, please take time to read this policy which explains the contract between **you** and **us**.

Useful information

1. **You** are the only person able to report a claim under this policy, if **you** wish to make a claim under **your** policy, please phone **us** on **0844 893 0956**.
2. When making a claim please include a copy of the letter appointing **your** solicitor to purchase **your** **property**, an invoice detailing the costs to be claimed, and confirm the reasons why the purchase did not proceed.
3. **We** will give **you** a claim reference number. At this point **we** will not be able to tell **you** whether **you** are covered but **we** will pass the information **you** have given **us** to **our** claims handling teams and explain what to do next. Alternatively, **you** can email **your** claim to **us** at **newclaims@das.co.uk**

Problems

We will always try to give **you** a quality service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department at **our** Head Office address shown below.

Or **you** can phone **us** on **0117 934 0066** or email **us** at **customerrelations@das.co.uk**. Details of **our** internal complaint-handling procedures are available on request.

If **you** are still not satisfied, **you** can contact the Insurance Division of the Financial Ombudsman Service at: South Quay Plaza, 183 Marsh Wall, London E14 9SR. **You** can also contact them on: **0800 023 4567** (free from a landline) or **0300 123 9123** (free from some mobile phones).

Website: **www.financial-ombudsman.org.uk**

Using this service does not affect **your** right to take legal action.



Paul Asplin
Chief Executive Officer, DAS Group

Our Head and Registered Office:

DAS Legal Expenses Insurance Company Limited,

DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Registered in England and Wales, number 103274. Website: **www.das.co.uk**

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Our agreement

What we will pay

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**.

Insured incidents

To make a claim call **0844 893 0956**

What is covered	What is not covered
<p>Home buying costs</p> <p>(1) The failure to purchase the property following:</p> <ul style="list-style-type: none">(a) the vendor withdrawing the property from sale following receipt and acceptance of an alternative offer from another buyer.(b) your withdrawal from the purchase of the property because of;<ul style="list-style-type: none">(i) an adverse legal search, 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:<ul style="list-style-type: none">(i) employers' relocation not completing,(ii) involuntary unemployment,(iii) death, unforeseen illness or bodily injury caused by a sudden or specific accident.	<ul style="list-style-type: none">(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.

To make a claim call **0844 893 0956**

What is covered	What is not covered
	<ul style="list-style-type: none">(j) A claim caused by, contributed to by or arising from:<ul style="list-style-type: none">(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.

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.

3 Offers to settle a claim

- (a) **You** must tell **us** if anyone offers to settle a claim and **you** must not negotiate or agree to a settlement without **our** written consent.
- (b) If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.

4 Withdrawal of Coverage

If **you** settle or withdraw a claim without **our** agreement, or do not give suitable instructions to **us**, or **your** solicitor, **we** can withdraw cover and will be entitled to reclaim from **you** any **costs and expenses we** have paid.

5 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.

6 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.

7 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.

8 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.

9 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.

10 Applicable law

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

11 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.

Data protection

To provide and administer the legal expenses insurance **we** must process **your** personal data (including sensitive personal data) that **we** collect from **you** in accordance with **our** Privacy Policy.

To do so, **we** may need to send **your** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers or members of the DAS UK Group. In doing this, **we** will comply with the Data Protection Act 1998. Unless required by law or by a professional body, **we** will not disclose **your** personal data to any other person or organisation without **your** written consent.

For any questions or comments, or requests to see a copy of the information **we** hold about **you**, please write to the Group Data Protection Controller at **our** DAS Head Office address.

Your important information

Claims helpline

Call **0844 893 0956** when you need to make a claim

Counselling helpline

Call **0117 934 2121** for confidential counselling