

# Home Buyers Protection Premium Insurance

## Policy Wording



### About this policy

This Policy has been arranged by Rhino Protect Limited and is administered by ARAG plc who is a coverholder of the insurer, SCOR UK Company Limited.

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369. This can be checked by visiting the FCA website at [www.fca.org.uk/register](http://www.fca.org.uk/register).

SCOR UK Company Limited is registered in England and Wales number 01334736. Registered address: 10 Lime Street, London, EC3M 7AA. SCOR UK Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority firm registration number 202333.

This document and the schedule form a legally binding contract of insurance between *You* and *Us*. The contract does not give, or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract. *We* may cancel or change any part of the contract without getting anyone else's permission.

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

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

### Making a claim

*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.

If *You* need to notify a potential *Claim*, please call or write to:

Claims Department  
Rhino Protect Limited  
Windsor House  
Troon Way Business Centre  
Humberstone Lane  
Thurmaston  
Leicestershire  
LE4 9HA

**Email:** [claims@rhinoprotectinsurance.com](mailto:claims@rhinoprotectinsurance.com)

**Tel:** 01455 852100

*You* should provide *Your* policy number and a description of the circumstances of the *Claim*. A claim form will then be provided, and *You* should complete this and return it without delay.

### Definitions

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

#### Alternative accommodation and storage costs

The following *costs & expenses* incurred as a consequence of the purchase of the *property* failing:

1. Temporary alternative accommodation; and or
2. Moving and storing *your* personal possessions; and or
3. Temporarily housing *your* domestic pet(s).

#### Break in the chain

The house *You* are selling falls through due to one or more of the buyers in the chain not proceeding.

#### 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.

#### Computer Virus

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.

#### 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/lender's fees, survey fees, valuation fees, mortgage advisors' fees and alternative accommodation and storage costs* that *You* have incurred as part of *Your* purchase of the *property*.

## Electronic Data

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.

## End date

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

1. *You* make a claim on this policy; or
2. *You* or *We* cancel this policy; or
3. *You* complete on the purchase of the *property*; or
4. the policy expiry date has been reached (as detailed on *Your* policy schedule.)

## Insured event(s)

An event that occurs during the *period of insurance* and leads to *Your* purchase of the *property* failing.

## Insurer

ARAG plc who is a coverholder of the *insurer*, SCOR UK Company Limited.

## 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* as follows:

£1,500.00 incl. VAT	Conveyancing Fees
£750.00 incl. VAT	Survey / Valuation Fees:
£250.00 incl. VAT	Mortgage Arrangement Fees / Lender's Fees
£300.00 incl. VAT	Alternative Accommodation and Storage Costs:
£200.00 incl. VAT	Mortgage Advisors Fees:

## Mortgage advisor fees

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

## 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 for the *property*.

## Period of insurance

The period which must commence within fourteen 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 and that offer has been accepted by the *vendor*. *We* do not cover, mobile homes, caravans or any other type of non-permanent dwelling.

## Reasons beyond your control

Where *You* have no adverse influence on the outcome of the purchase failing.

## 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*.

## Scheme administrator

As detailed on *Your* policy schedule.

## 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

Within 14 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 Buyers Report or Valuation or Structural Survey of the property.

## Territorial limits

England, Wales and Northern Ireland.

## Eligibility Criteria

You are eligible for cover provided that, at the *start date*:

1. *You* are over 18 years of age; and
2. The purchase of the *property* is not subject to a *contract race* or sealed bids; and
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*.

## This policy will cover

The *insurer* will pay *Your costs & expenses* up to the *limit of indemnity* following the occurrence of one or more of the following *insured events*:

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 a minimum of £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 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*.
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 by the *vendor*.
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 by the *vendor*.
10. The *property* sustains damage during the *period of insurance* where the total cost of rectification work exceeds 10% of the *property* value.

This policy will pay any otherwise covered claim involving the use of or inability to use a computer, including devices such as smart phones, tablets and wearable technology. This cover is subject to all other policy terms.

## This policy will not cover

1. *You* are not covered for *costs & expenses*:
  - a) Incurred before the *start date*.
  - b) If there is a *break in the chain* below *You*, preventing *You* from purchasing the *property*.
  - c) If *You* withdraw from the purchase of the *property* for any reasons other than those specifically covered by this policy.
  - d) If *You* are aware of a previous survey having been carried out to the *property* up to 90 days prior to the *start date*, that may give cause for the purchase to fail.
  - e) If *You* are aware, prior to the *start date*, of any circumstances which could lead to a claim being made under this policy.
  - f) If *You* deliberately and knowingly cause a delay or behave in a manner that results in the failed purchase.
  - g) Where *You* have made a reduced offer leading to a failed purchase.
  - h) Where they can be reimbursed by *Your* employer.
  - i) Where *You* are able to obtain a refund.
  - j) Relating to any property that *You* are selling.
  - k) In respect of *mortgage advisor fees* where the mortgage is used to purchase an alternative property.
  - l) Where, in the case of *redundancy*:
    - i. *You* are self-employed;
    - ii. *You* are a company director or partner of the company giving notice of redundancy; or,
    - iii. The *redundancy* is voluntary.
2. 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 or public or local authority;
3. 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 employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter;
4. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered or otherwise corrupted.
5. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
6. Any claim relating to a dispute where providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

## 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

*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; or
- makes a claim for any loss or damage *You* caused deliberately or with *Your* knowledge.

If *Your* claim is in any way dishonest or exaggerated, *We* may 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.

### 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 moneys 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.

### 8. Changes to *Your* circumstances

*You* must take reasonable care to:

- a) supply accurate and complete answers to all the questions *We* or the administrator 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.

If *You* become aware that information *You* have given *us* is inaccurate or has changed, *You* must inform *us* as soon as possible.

## Cancellation

If *You* decide that for any reason, this Policy does not meet *Your* insurance needs then please return it to Rhino Protect Limited 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 Rhino Protect Limited 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:

- a) Where We reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) 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 / Your agent 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:

### 1. Complaints regarding the sale of the policy:

Please contact Your agent who arranged the Insurance on Your behalf.

### 2. Complaints regarding claims:

ARAG is committed to providing a first class service at all times. However, if a complaint arises, this should be addressed to ARAG's Customer Relations Department who will arrange to have it reviewed at the appropriate level.

ARAG can be reached in the following ways:

**Tel:** 0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays).

For our mutual protection and training purposes, calls may be recorded).

**Email:** [customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk)

**Post:** ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN.

If ARAG are not able to resolve the complaint to Your satisfaction then You can refer it to the Financial Ombudsman Service (FOS). They can be contacted at:

**Tel:** 0800 0234 567 or 0300 123 9123

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

**Post:** Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The FOS's decision is binding upon the insurer, but You are free to reject it without affecting Your legal rights. You can read more about ARAG's complaints procedure on their website by clicking here:

<https://www.arag.co.uk/contact/making-a-complaint>

## Financial Services Compensation Scheme

The insurer is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event that the insurer 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 by visiting [www.fscs.org.uk](http://www.fscs.org.uk).

## ARAG Privacy Statement

This is a summary of how We collect, use, share and store personal information. To view Our full privacy statement, please see Our website [www.arag.co.uk](http://www.arag.co.uk)

### Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. We will hold and process this information in accordance with all relevant data protection regulations and legislation. Should We ask for personal or sensitive information, We undertake that it shall only be used in accordance with Our privacy statement. We may also collect information for other parties such as suppliers We appoint to process the handling of a claim.

### Using personal or sensitive information

The reason We collect personal or sensitive information is to fulfil Our contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, We may need to share personal or sensitive information with other organisations.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to Our full privacy statement for full details.

**Keeping personal information**

We shall not keep personal information for any longer than necessary.

**Your rights**

Any person insured by this policy has a number of rights in relation to how We hold personal data including; the right to a copy of the personal data We hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when We will not be able to delete personal data please refer to *Our* full privacy statement.