



Home Sellers' Guarantee Schedule

This document is evidence of the Home Sellers' Guarantee provided by 99Home Ltd to:

Cover Reference:

Name:

Property being sold:

Period of Guarantee:

Start date

End date

ABOUT THIS GUARANTEE

In the event of the failure of your property sale to complete, we will cover the costs for conveyancing up to the limit of £1000.00. This will be provided in the event that your property sale fails to complete during the Period of Guarantee detailed above.

The guarantee is provided under the terms and conditions contained in our Guarantee Wording.

MAKING A CLAIM AGAINST THIS GUARANTEE

You must notify us immediately after you first become aware of any cause, event or circumstances which could give rise to a claim against this guarantee.

To notify a claim call us on 01455 852100

The address for correspondence is:

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

Email: claims@vantageprotect.com

Home Sellers Guarantee Wording

About this guarantee

This guarantee is provided to *you* by 99Home Ltd whose registered office is 38a, Court Parade, East Lane, Wembley, HA0 3HS.

This guarantee forms a legally binding contract 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.

Under this guarantee *we* will provide reimbursement for certain costs as explained herein in the event that *you* suffer a loss that occurs during the *period of guarantee*. The guarantee is provided under the terms and conditions contained in this document.

Making a claim against this guarantee

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To notify a claim call *us* on 01455 852100.

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Definitions

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

Claim date

The date upon which *you* are notified either verbally or in writing of an *insured event* occurring that affects the sale of the *property* and is covered by this policy.

Contract race

Where *you* have 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 *you* to the buyer.

Conveyancing fees

The amount charged by *your solicitor* as their fees for the *conveyancing*.

Costs & expenses

Conveyancing fees, legal fees and disbursements incurred by *you* as part of *your* sale of the *property*.

End date

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

1. *You* make a claim on this guarantee; or
2. *You* or *we* cancel this guarantee; or
3. *You* complete on the sale of the *property*; or
4. The policy expiry date has been reached (as detailed on *your* guarantee schedule.)

Event

Any of the following events, that occur during the *period of guarantee* and lead to *your* sale of the *property* failing:

1. The buyer has an adverse search on the *property*, which either restricts, or is seriously detrimental to a successful transaction;
2. The mortgage lender's valuation of the *property* being less than 90% of the sum *you* have accepted;
3. Structural defects to the property and the cost of rectification works is more than 10% of the sum *you* have accepted;
4. The buyer's death and any surviving partner being unable or unwilling to continue with the purchase;
5. The buyer being diagnosed with a terminal illness and being unable or unwilling to continue with the purchase;
6. The buyer being given notice of *redundancy* and is unable or unwilling to continue with the purchase;
7. The buyer's employers' *relocation* not completing.

Guarantee Limit

The maximum *costs & expenses* the *insurer* will pay, as detailed on *your* policy schedule, relating to the sale of the *property* that *you* are legally liable for or have incurred up to the *claim date*.

Period of guarantee

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 received an offer from the buyer and that offer has been accepted by *you*. We do not cover, mobile homes, caravans or any other type of non-permanent dwelling.

Redundancy

Where the person(s) buying the *property* 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 buying the *property* 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 the person(s) buying the *property* 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: (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 7 days of *your* acceptance of the buyers offer to purchase the property, *you* send written confirmation of the acceptance to the buyer or their representatives.

Territorial limits

England, Wales and Northern Ireland.

We, us or our

99Home Ltd of 38a, Court Parade, East Lane, Wembley, HA0 3HS

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.

This guarantee will cover

Following an *event* we will pay *your costs and expenses* up to the *guarantee limit* provided that, at the *start date*:

1. You are over 18 years of age; and
2. The sale 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 or the buyer have not had a survey carried out on the *property*.

This guarantee will not cover

We will not pay *costs and expenses*:

1. Incurred before the *start date*.
2. If you withdraw from the sale of the *property* for any reasons other than those specifically covered by this guarantee.
3. If you are aware of a previous survey having been carried out to the *property* up to 90 days prior to the *start date*, which may give cause for the sale 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 guarantee.
5. If you deliberately and knowingly cause a delay or behave in a manner that results in the failed sale.
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 us to cancel *your* guarantee, refuse a claim or withdraw from an ongoing claim. We also reserve the right to recover *costs and expenses* from you should this occur.

1. Our consent

We must give *our* written consent to pay any claim under the guarantee.

2. Insurance

We will not pay for any claim covered by a policy of insurance or guarantee held by you, or any claim that would have been covered by any other policy or guarantee if this guarantee did not exist.

3. Fraudulent claims

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

- a. fails to reveal or hides a fact likely to influence whether we accept *your* proposal or any adjustment to *your* guarantee;
- b. fails to reveal or hides a fact likely to influence the cover we provide under your guarantee;
- c. makes a statement to us or anyone acting on our behalf, knowing the statement to be false;
- d. sends us or anyone acting on our behalf a document, knowing the document to be forged or false;
- e. makes a claim under the guarantee, knowing the claim to be false or fraudulent in any way; or
- f. 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 will not pay any benefit under this guarantee and we may cancel *your* guarantee 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 guarantee 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 and expenses

If we make a payment to you under the terms of this guarantee 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 guarantee 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 guarantee under the Contracts (Rights of Third Parties) Act 1999.

Complaints

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

99Home Ltd
38a Court Parade,
East Lane,
Wembley,
HA0 3HS

Telephone: 0203 5000 999
Email: info@99home.co.uk