**If your purchase falls through for no reason of your own**

**What is the cover?**

This is the ‘Solicitor Panel’ Group’s latest innovation in conveyancing. They have recognised that the associated costs of buying a home have increased significantly in recent years and that according to recent figures from the Council of Mortgage Lenders more than a quarter of house purchases fall through, incurring consumers considerable costs in the form of mortgage arrangement fees, valuation fees and lawyer costs.

Usually, this is all through no fault of their own and the Cover allows the person buying to reclaim these associated costs (up to a maximum amount) thus helping 1 in 4 people who buy their property through them.

Details of the cost of this cover are included in the estimate given.

**How much can I reclaim?**

Whenever you instruct a ‘Solicitor Panel’ member on a purchase you will automatically receive the benefit of the Cover. Subject to the terms and conditions in this document if your purchase falls through for no reason of your own they will reimburse you

* up to £500 in mortgage arrangement fees,
* £750 in valuation fees and
* £600 in lawyers disbursement costs.

Should you be unfortunate in having your transaction fail, and then wish to use them again you can be protected on your next purchase. Please be aware for every new purchase a new arrangement fee is required for the new property.

**What are the valid reasons for me to reclaim my losses?**

This is what they feel are valid reasons on a Purchase:

* If the property is withdrawn from sale by the vendor due to reasons beyond your control.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 £1000 greater than the offer they previously accepted from you and you are not prepared to increase your offer.
* The mortgage lenders survey or valuation on the property identifies that rectification work needs to be carried out, the cost of which exceeds 5% of the sum you have originally offered or values the property at less than 90% of the sum you have offered for the property and which has been accepted and you decide not to proceed.
* A secondary survey such as damp and timber or electrical survey is carried out and the mortgage lender insists on additional rectification work being carried out to the property, the cost of which exceeds 10% of the agreed asking price and you decide not to proceed.
* The mortgage lender applies a retention on the mortgage for the property and this figure exceeds 5% of the sum you have offered and which had originally been accepted and you decide not to proceed.
* The property sustains damage during the period between offer and exchange of contracts where the total cost of rectification work exceeds 5% of the property value and you decide not to proceed.
* The vendor is not legally entitled to sell the property or to transfer interest in the property to you.
* A survey or valuation is carried out and highlights that the property has been underpinned or shows signs of subsidence and you decide not to proceed with the purchase.
* A Local Authority search highlights that the property is the subject of a compulsory purchase order, in a flood plain, on contaminated land or over a mining area.
* A search highlights the fact that there is a defect in the title and this can’t be rectified and you decide not to proceed with the purchase.
* You or the person buying with you, die or contract a critical illness, sustain a serious injury, are given notice of redundancy or are given notification of relocation and you or the person buying with decide not to proceed.

**How does it work?**

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| We can provide you with a full quote, including lawyers charges, search fees, administration fees and stamp duty. If you are happy with the quote and wish to proceed then you will then be contacted to confirm your lawyer details and at the same time we will arrange to collect the arrangement fee quoted in the estimate from you to get things started. |

**Is the arrangement fee refundable?**

If you change your mind within the first 10 working days and decide not to use the service, The Solicitor Panel will give you back your arrangement fee.

**Am I getting an insurance policy?**

No, this is not an insurance policy for consumers. The Solicitor Panel are providing a service and will only reimburse you if you can provide genuine documents to substantiate your losses.

**How do I reclaim my losses?**

In the unfortunate event of your purchase failing to complete please contact the Panel. They will ask you to provide proof of payments and depending on why the transaction has fallen through and any relevant official documents, such as mortgage offers, valuations, and letters from the lender or relevant lawyer on headed paper.

**Are there any reasons why they would not reimburse me?**

The Solicitor Panel are only able to reimburse you for genuine, reasonable reasons as described above. In the unlikely event that the following circumstances occur we will be unable to reimburse you:-

* If the event happened with you before you instructed them to work on your behalf.
* If you are subject to a contract race or sealed bids.
* If you withdraw from the purchase of the property for reasons other than those mentioned above.
* If you deliberately and/or knowingly cause a delay or use unreasonable behaviour that results in the failed purchase.
* If the purchase has not exchanged or has not completed within 12 months of being registered.
* If you are aware of a previous survey having been carried out to the property that may give cause for the purchase to fail.
* If you are aware, before you instruct the Panel of any circumstances which could lead to the failure of the mortgage completing.
* Where you can be reimbursed by your employer or obtain a refund, from the lender or lawyer.
* In the case of redundancy we will not reimburse you if you are self employed, if you have taken voluntary redundancy or if you are a company director or partner of the company giving notice of redundancy.