

**Terms & Conditions for No Sale No Fee Guarantee**

- The vendor must not have had any mortgage arrears for one month or more within the last 12 months.
- The HIP Provider/ Estate Agent must note any recommendation to alter the sale price of the property made by the Estate Agent and Seller.
- The Seller must comply with any advice given by the Estate Agent to reduce the price of the property and may not reject two or more offers within 90% of the asking price.
- The HIP Provider/Estate Agent must note the rejection of any offer made on the property.
- The property must be continually marketed during the period of insurance.
- The property must be kept in a good state of repair.
- The HIP supplier must provide a formal contractual guarantee in the agreed form to the seller.
- The property is a single private residential house or flat which is build complete at the inception date.
- The Home Information Pack for which this cover is required has been produced in accordance with the relevant Home Information Pack Regulations.
- The Seller is not aware of any matter which could lead to a claim under the policy.
- The Seller agrees to abide by the terms and conditions of the policy, including those relating to regular review of the Market Price of the property.

Pali Ltd shall not be liable to indemnify the Guaranteed in respect of any claim in the event that:

- The Halifax House Price Index drops by more than 5% in any one month or by 17% over the Period of Insurance.
- The Property is not actively marketed during the entire Period of Insurance at a price not exceeding the Agreed Market Price, and the Agreed Market Price being kept under regular review and reduced in accordance with any advice from any appointed estate agent and/or Home Information Pack supplier.
- The Seller has rejected two or more offers during the Period of Insurance that were within 90% of the Agreed Market Price.
- The property is not kept in a good state of repair and the Seller does not take all reasonable steps to avoid or limit any loss, damage or injury.

Pali Ltd shall not be liable to indemnify the Guaranteed in respect of any claim arising directly or indirectly from:

- The Seller voluntarily taking the Property off the market.
- Any knowledge possessed prior to the Inception Date by the Seller or the Seller's legal representatives of any matter, fact or circumstance which could lead to the Seller to fail to proceed to exchange of contracts or which could lead to the Property being removed from the market.
- War, invasion, Terrorism, revolution or similar event.
- Ionising radiation or radioactive contamination from any nuclear material or nuclear waste arising from burning fuel or from the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.
- Pressure waves caused by aircraft or other flying devices travelling at sonic or supersonic speeds.
- Pollution or contamination of whatsoever nature.
- Consequential loss of whatsoever nature and loss of market value of the Property following any repair or reinstatement (whether as a result of an Insured peril or not).
- Gradually operating causes and any cause not specified under Insured Perils.
- Any pre-existing medical condition affecting the Seller and/or the Seller's family at the Inception date.
- Any loss or damage sustained whilst the Property was unoccupied for a continuous period of more than 30 days during the Period of Insurance.
- Any loss arising after the Insured has completed the sale and ceases to have an interest in the Property.
- The Seller must give written notice to the Insurer, as soon as reasonably practicable, of any circumstances likely to give rise to a claim for which there may be liability under this Policy and provide them with such information and documentation as they may reasonably require.

**If the vendor wishes to make a claim they will be required to fill in the 'Claim Form' and give written evidence from all Estate Agents involved in the sale that they have complied with any advice given by the Estate Agent to reduce the price of the property and have not rejected two or more offers within 90% of the asking price. The vendor must therefore inform their Estate Agent(s) upfront that they will be required to supply this information should a claim be made.**

**It is the Home Information Pack Providers responsibility to convey all of the above information to any interested parties. Pali Ltd will not be responsible for a claim being rejected due to the vendor receiving inadequate information from the Hip Provider with regards to the No Sale No Fee Terms and Conditions. **To this end both parties must sign below.****

**I confirm that I have provided the Vendor with a copy of these terms and conditions.....Hip provider**

**I confirm that I have read and agree to these terms and conditions.....Vendor.**