

GCS “INSTANT ISSUE” JAPANESE KNOTWEED POLICY SUMMARY

This is a summary of the policy and does not contain the full terms and conditions of the cover, which can be found in the policy document. It is important that you read the policy document carefully when you receive it.

Name of the Insurance Undertaking

The insurer of the policy is Stewart Title Limited.

Type of Insurance and Cover

The Japanese Knotweed policy has been specifically designed for the situation where the property may be served with a notice under the Environmental Protection Act 1990, the Anti-Social Behaviour Crime and Police Act 2014 and/or the Infrastructure Act 2015 concerning the presence of Japanese Knotweed at the Property which may result in you being required to carry out remediation works

Key Covers, Features and Exceptions

Your policy includes the following key covers, features and exceptions, which are detailed in your policy documentation.

Covers, Features and Benefits

GCS Instant Issue Japanese Knotweed Indemnity

If during the Indemnity Period the property is served with a notice under the Environmental Protection Act 1990, the Anti-Social Behaviour Crime and Police Act 2014 and/or the Infrastructure Act 2015

- The cost of remediating or reinstating the Property in so far as such remediation is required by the Remediation Notice and/or any Japanese Knotweed Survey
- The cost of any reimbursement of costs incurred by the authority serving the Remediation Notice in the event that they carry out such remediation works with the prior written consent of the Insurer
- All other costs and expenses incurred by you with our prior written consent in order to comply with any Notice

Indemnity Period - The policy will take effect on Commencement Date and will remain in force for a period of 5 years from the Commencement Date for the purchaser and their successors in title and their mortgagee will be covered for the full term of any mortgage commencing during the said 5 year term.

The interest of any insured will not be prejudiced by any act, omission or misrepresentation by any other party unless such party acted on their behalf or with their knowledge or consent.

Exceptions and Limitations

Please refer to the Conditions and Provisos in the policy document

The policy will not cover any claim arising from or relating to:

- any act or omission of the Insured or any persons authorised by them
- any act of vandalism or dumping perpetrated after the Commencement Date
- any required remediation of any other invasive plant other than Japanese Knotweed
- Japanese Knotweed being known or believed to be present at the Property or any adjoining property within 100m by the Seller, Buyer or Insured or being the subject of any ongoing Japanese Knotweed treatment or remediation prior to the Commencement Date
- the existence at the Commencement Date of a Remediation Notice or any statement, notice or declaration in relation to the Environmental Protection Act 1990, the Anti-Social Behaviour Crime and Police Act 2014 or the Infrastructure Act 2015 or being under investigation in respect of any or all of these statutes or any statutory modification or re-enactment thereof affecting the Property
- any loss sustained to any other third party property resulting from any necessary remediation action in respect of Japanese Knotweed required in respect of the Property during the Indemnity Period
- any loss covered by any existing guarantee or warranty or other insurance provided by a specialist treatment company and/or any other third party prior to the Commencement Date

Fair Presentation

Before the policy starts and whenever it is renewed or changed, you must take care to ensure information provided to us which is relevant to this cover is accurate. If you have taken out the policy for business purposes, you must also disclose sufficient information to ensure a fair presentation of the risk is made. Failure to do so could invalidate the policy or lead to a claim not being paid in full or at all.

Duration of Policy

The policy will remain in force for 5 years from the date of commencement. Additionally any lender will be covered for the full period of any loan that commences within that 5 year period.

Right of Cancellation

If you are an individual buying a policy which provides cover for you in a private capacity, you may cancel this policy within 14 days of its conclusion or receipt of the policy document. To cancel you should contact the person who arranged the cover. You will be entitled to a refund of the premium paid less a deduction based upon the duration of cover provided unless a claim becomes payable under the policy prior to cancellation taking effect.

Important – Cancellation may place you in breach of contract in relation to a property sale or mortgage.

Mortgagees – Cancellation by any other insured will not affect the rights of any mortgage lender unless the mortgage lender is aware of or agreed to the cancellation of the policy.

How to Claim

If you need to make a claim please contact the solicitor or adviser who arranged the policy or you can write, quoting your policy number, to: Guaranteed Conveyancing Solutions, Claims Dept. GCS House, High Street, Heathfield, East Sussex, TN21 8JD.

Complaints

We hope that you will be very happy with the service we provide. However, if for any reason you are unhappy with it, we would like to hear from you. In the first instance, please write to:

The Managing Director, Guaranteed Conveyancing Solutions, GCS House, High Street, Heathfield, East Sussex, TN21 8JD.

If appropriate, we will pass details of your complaint to the solicitor who sold you the policy or the insurer.

If after making a complaint to us, you are still unhappy and feel the matter has not been resolved to your satisfaction, please contact the Financial Ombudsman Service, Exchange Tower, London E14 9SR, www.financial-ombudsman.org.uk, 0800 023 4567.

Following the complaints procedure does not affect your right to take legal action.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). If we cannot meet our obligations you may be entitled to compensation from this scheme, depending on the type of insurance and circumstances of any claim.

Further information about compensation scheme arrangements is available from the FSCS, www.fscs.org.uk.

Additional information

Tax

Other taxes or costs may exist that are not paid through us or imposed by us.

Language

Your policy documentation is provided in English and we will communicate with you in English.

GCS

Guaranteed Conveyancing Solutions Limited ("GCS") arranges your policy and is not the insurer. GCS can only arrange policies provided by Evolution Insurance Company Limited and (in relation to certain risks and limits of indemnity) Stewart Title Limited (and no other insurers). GCS will not advise you on your policy. GCS is authorised and regulated by the Financial Conduct Authority (with reference number 306655). You can check this on the FCA website www.fca.org.uk.

How we use your personal information

- Guaranteed Conveyancing Solutions Limited ("GCS") is the controller of any personal information provided to us or which is processed or held by us in connection with the policies we issue (whether directly or through a solicitor, licensed conveyancer or legal executive who is authorised to issue legal indemnity insurance on our behalf to its clients).
- We collect and process personal information that we reasonably deem necessary in order to provide and administer legal indemnity insurance services.
- The personal information provided to us will be used for business purposes such as carrying out our obligations under the relevant legal indemnity insurance policies, financial management, processing and assessing insurance claims and preventing and detecting fraud. We may need to undertake checks using publically available information in order to prevent fraud (using information held on or in relation to, the electoral roll, county court judgments, bankruptcy or repossession orders).
- We will share such personal information with third parties such as insurers, surveyors, claim handlers, experts, witnesses and other service providers if required for the legitimate business purposes explained above i.e. providing insurance policies and processing and assessing a claim. Please note that this includes sharing information with insurers based overseas and we can confirm that we have ensured that the relevant safeguards are in place to protect this information when it is transferred outside of the UK for these legitimate business purposes.
- We will also share such personal information with the appropriate regulatory authorities if our legal, regulatory and/or professional obligations require us to do so.
- GCS will only process personal information in accordance with the applicable data protection legislation. For further information on how we use personal information and the rights available in relation to this information, please see our Privacy Policy or visit our website at www.gcs-title.co.uk. If you have any questions or would like further information after you have accessed our Privacy Policy, please contact our Communications Department at communications@gcs-title.co.uk.

Stewart Title Limited, 11 Haymarket, London, SW1Y 4BP, registered in England and Wales No. 2770166, authorised and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from us on request.