

GCS “INSTANT ISSUE” ABSENT LANDLORD & GOOD LEASEHOLD 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 Evolution Insurance Company Limited.

Type of Insurance and Cover

The combined Absent Landlord and Good Leasehold indemnity policy has been specifically designed for the situation where a residential property is registered at the Land Registry with good leasehold title only or, if the property is not yet registered, it is anticipated that the title to the property will be registered as good leasehold only upon first registration and the landlord of a property is missing, unresponsive or insolvent and you are unable to obtain clear ground rent receipts at the date of purchase. The landlord or its successor may subsequently reappear and make a claim against you.

Key Covers, Features and Exceptions

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

Covers, Features and Benefits

GCS Combined Absent Landlord and Good Leasehold Indemnity

If the landlord claims for:

- rent arrears at the date cover commenced, but only where the landlord was missing
- unknown breaches of leasehold covenants
- and/or they exercise a consequent right of re-entry into the property

as a direct result of:

- the seller failing to produce clear ground rent receipts
- the breach of any terms of the lease which are preconditions to the assignment of the lease to you

If someone establishes, or attempts to establish that:

- your lease is invalid because your landlord did not have the right to grant it
- they have an adverse legal right over your property
- they have the right to enforce any restrictive covenant affecting the land and which has been breached

Arising from the fact that title is good leasehold only the policy provides cover for the following, up to the limit of indemnity shown in the policy schedule:

- Damages and compensation
- Any sum paid with our consent to free the property from any adverse third party right, interest or covenant
- The reduction in the value of the property

The policy provides cover, up to the limit of indemnity shown in the policy schedule.

The limit of indemnity under the policy automatically increases by 5% per annum for a period of 10 years. The policy automatically covers your mortgage lender, subsequent owners and their lenders.

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

- Neither you nor anyone acting on your behalf will disclose the existence of the policy other than to purchasers of the property and their mortgage lenders.

The policy does not cover loss:

- arising from unpaid ground rent where the landlord is not missing at the date of commencement of cover
- arising from breaches of covenant known to you at the date of commencement of cover except non-payment of rent and any preconditions to assignment
- arising out of use other than for the use agreed by the insurer as referred to at the insured use of the policy
- unless, where appropriate, you apply to the court to protect your interest in the property
- unless you have taken reasonable steps to contact the absent landlord prior to the commencement of cover
- arising from any attempt made by you, or anyone acting on your behalf, to contact or locate a missing landlord after commencement of cover.
- arising from you or anyone acting on your behalf discussing or entering into negotiations with anyone who may have an adverse legal right or interest or who may be entitled to enforce the restrictive covenants
- Any alteration, addition, extension or change of use carried out less than 12 months before or any time after the date on which cover commenced.

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 without limit in time from the commencement date of the policy.

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 judgements, 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.

Evolution Insurance Company Limited, registered in Gibraltar No 88737, Registered Office: 5/5 Crutchett's Ramp Gibraltar GX11 1AA, authorised by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority (reference number 227649). Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from us on request.