

# Legal Indemnity Insurance

## Insurance Product Information Document

**Company: Guaranteed Conveyancing Solutions**

**Product: Forfeiture of Lease - Housing Act Repossession**

Guaranteed Conveyancing Solutions Limited (GCS Ltd) arranges your Policy and is authorised and regulated by the Financial Conduct Authority (with reference number 306655). Registered in England and Wales (number 3623950) at GCS House, High Street, Heathfield, East Sussex, TN21 8JD.

**This document only provides a summary of this policy. Please read your Policy Wording, Schedule and Key Facts for full details.**

### What is this type of insurance?

This Forfeiture of Lease policy has been designed to cover the mortgage lender against the consequences of the lease being forfeited due to non-payment of ground rent under the terms of the Housing Act 1988



#### What is insured?

- ✓ The defect as described in the Defects section of the Policy Schedule and which arises from your use and ownership of the property as described in the Policy Schedule
- ✓ In the event the landlord of the property is able to service notice on your borrower as a result of arrears of ground rent and which result in the landlord being able to take possession of your property (the "Claim") then we will, subject to your compliance with the terms and conditions of this policy pay under this policy for those losses and costs which are set out in the Cover section of the Policy Schedule
- ✓ The sum insured is the Limit of Indemnity as set out in the in the Policy Schedule.



#### What is not insured?

- ✗ Any amount higher than the Limit of In Indemnity as set out in the Policy Schedule
- ✗ Any claim made either by you and/or a third party against you which is not set out in the Cover section of the Policy Schedule



#### Are there any restrictions on cover?

- ! In deciding to accept this policy in exchange for the premium and in setting the terms and premium, we have relied on the information given by you (or anyone acting on your behalf). You must ensure that when answering any questions asked by us, any information provided is accurate and complete.
- ! If you deliberately or recklessly provide us with false or misleading information, we may treat this policy as if it never existed and decline all claims. If you provide us with false or misleading information carelessly, we may:
  - Treat this Policy as if it had never existed and refuse to pay all claims and return the premium paid. However, we may only do so if we would not otherwise have provided you with insurance cover at all;
  - Amend the terms of this policy, and apply the amended terms as if they were already in place, if a Claim has been adversely affected by your carelessness;
  - Reduce the amount we will pay on a Claim in the proportion the premium you paid bears to the premium we would have charged for this policy or take a similar proportionate action
- ! We, or anyone acting on our behalf will write to you if we intend to treat this policy as if it had never existed or amend the terms of this policy
- ! If you become aware that the information given to us is inaccurate you must inform us as soon as practicable.



## Where am I covered?

- ✓ The Policy provides cover for the Property as noted in the Policy Schedule



## What are my obligations?

- You must take care to ensure information provided to the Insurer 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.
- Not to disclose the existence of the policy to third parties other than genuine purchasers of your interest in the Property and their mortgagees without prior consent of the Insurer
- You must take all reasonable steps to protect your interest in the Property including seeking relief from forfeiture and/or applying for a vesting order if appropriate
- To tell us as soon as possible if you become aware of circumstances which could give rise to a claim under the Policy
- To co-operate with the Insurer, respond to requests for documents and provide the information about a claim that your Insurer may need



## When and how do I pay?

Your premium can be paid as a one-off payment which can be made by cheque or bank transfer.



## When does the cover start and end?

The cover under the Policy will take effect on the Commencement Date as specified on your Policy Schedule and will remain in force for the full duration of the Mortgage



## How do I cancel the contract?

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.