

**INDEMNITY POLICY**

In consideration of the premium paid the Insurer will, subject to the Conditions, terms and limitations of this Policy, pay to the Insured the Loss described in the Cover clause of this Policy. The Policy, its Schedule which appears in the box below, any replacement Schedule and any endorsement issued in respect of this Policy shall be read as one contract. Any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such meaning wherever it may appear.

<b>SCHEDULE</b>		<b>Policy No: BP SPECIMEN</b>
<b>Insured:</b>		
and all successors in title, including any mortgagee, chargee or tenant for the time being of the Property or any part thereof		
<b>Property:</b>		
being situated in England or Wales only		
<b>Commencement Date:</b>	<b>Limit of Indemnity:</b>	<b>Premium:</b>
		(Incl. IPT at the current rate)
<b>Insured Use:</b>	Continued use of the Property as a single private dwelling and/or for the same type of commercial or business use as has been carried on at the Property throughout the four year period immediately preceding the Commencement Date	
<b>Planning Permission Works:</b>	(a) The erection, conversion or change of use of the Property (including associated outbuildings) provided that such erection, conversion or change of use was completed at least 4 years prior to the Commencement Date (b) Any alterations, additions or extensions to the Property where the Property is in a Conservation Area at the Commencement Date provided that such alterations, additions or extensions were completed at least 4 years prior to the Commencement Date (c) Any alterations, additions or extensions to the Property where the Property is not in a Conservation Area at the Commencement Date provided that any such alterations, additions or extensions were completed at least 12 months prior to the Commencement Date	
<b>Building Regulations Works:</b>	(a) The erection of the Property (including associated outbuildings), conversion to flats or change of use of the Property provided that such erection/conversion/change of use was completed at least 4 years prior to the Commencement Date. (b) Any alterations, additions, extensions or loft or garage conversions to the Property, including the installation of windows and/or doors, provided that any such alterations, additions, extensions or conversions were completed at least 3 months prior to the Commencement Date (see Proviso (f)(iv) overleaf).	
<b>The limit of indemnity will be increased by 5% per annum for a period of 10 years from the Commencement Date</b>		

*By authorising the issue of this Policy you confirm that you have complied with the requirements of the Insurance Distribution Directive, and provided the Insured with a full colour copy of the IPID and a copy of the specimen policy.*

**Authorised by**

Signature	Print name in capitals	Name of firm in capitals	Date

**CHOICE OF LAW**

The law of England and Wales will apply to this contract unless you and the Insurer agree otherwise.

**CONDITIONS**

1. The liability of the Insurer to make any payment under this Policy will be conditional upon compliance with the terms and Conditions of this Policy. If the Insured fails to comply with any such term or Condition, the Insurer will not pay the claim, except where compliance with the term tends to reduce the likelihood of a Loss of a particular kind, in which case the Insurer will pay for any claim where the Insured shows that its failure to comply did not cause, contribute or make worse the Loss which occurred. The Insurer will not unreasonably reject a claim.
2. The Insured shall give immediate notice to the Insurer of any circumstances likely to give rise to a claim and, at the expense of the Insurer, shall do and concur in doing and permit to be done all things necessary to minimise the Loss.
3. The Insured shall not make any admission of liability, offer, promise or payment or incur any costs or expenses without the prior written consent of the Insurer.
4. If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the Arbitration Act 1996 or current equivalent. The Insured shall have no right of action against the Insurer under this condition until an arbitration award has been made.
5. If, at the time of any Loss resulting in a claim under this Policy, any other insurance taken out by or on behalf of the Insured or any other person covers the same Loss or any part of it, or would cover it but for the existence of this Policy, the Insurer's liability under this Policy shall be limited to its rateable proportion of such Loss.
6. If a claim is in any way fraudulent or if the Insured deliberately causes a Loss, the Insurer will refuse to pay the whole of the claim and recover from the Insured any sums that it has already paid in respect of the claim. The Insurer may also by notice to the Insured treat the Policy as having terminated with effect from the time of the fraudulent act. No premium will be refunded if the Policy is terminated.
7. Before the Policy starts and whenever it is changed, the Insured must take care to ensure information provided to the Insurer which is relevant to this cover is accurate. If the Insured has taken out this Policy for business purposes, the Insured must also disclose sufficient information to ensure a fair presentation of the risk is made to the Insurer. Failure to do so could invalidate the Policy or lead to a claim not being paid in full or at all.
8. This Policy shall not be in force unless it has been signed by a person so authorised by the Insurer.

## COMPLAINTS PROCEDURE

If you complain, your complaint will be acknowledged within 2 working days of receipt. We will investigate your complaint and we aim to resolve complaints within 5 working days. If this is not possible, we will keep you updated and we will send a final response by the end of 8 weeks after receipt of the complaint. Please follow the steps below. Following the complaints procedure does not affect your right to take legal action. For further information on our complaints handling procedure, please contact us at the address below.

**Step 1:** Seek resolution by writing to the Managing Director, Guaranteed Conveyancing Solutions Limited at GCS House, High Street, Heathfield, East Sussex TN21 8JD.

**Step 2:** If appropriate, we will pass details of your complaint to the solicitor who sold you the Policy or the Insurer.

**Step 3:** 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](http://www.financial-ombudsman.org.uk), 0800 023 4567.

## NON-INVALIDATION CLAUSE

(Protection for Mortgagees)

The interest of any Insured in this Policy shall 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.

## Planning Permission

### COVER

Loss sustained on or after the Commencement Date in the event of Enforcement of planning controls and regulations by the local planning authority in respect of the Works

**For the purposes of this Policy Loss shall mean**

1. the cost of altering, demolishing and reinstating the Property, including any part of any building or other construction on or forming part of the Property, in so far as such alteration, demolition or reinstatement is required by an Order in respect of the Works and/or the Insured Use.
2. the adverse difference at the date of an Order between the Market Value of the Insured's interest in the Property
  - a) on the assumption that the Works and/or the Insured Use are lawful, and
  - b) following Enforcement
3. all other legal costs and expenses incurred by the Insured with the prior written consent of the Insurer in connection with opposing any action taken to enforce planning controls and regulations in respect of the Works which are covered by this Policy.

## PROVISOS

### Provided always that

- (a) however many claims are made under this Policy, the total liability of the Insurer in respect of all claims added together shall not exceed the Limit of Indemnity.
- (b) the existence of this Policy shall not be disclosed to any third party other than genuine purchasers of the Insured's interest in the Property and their mortgagees without the prior written consent of the Insurer.
- (c) the Insurer shall not be liable in respect of any Loss arising out of or contributed to by the Insured, or any persons authorised by them, communicating without the prior written consent of the Insurer with the local planning authority regarding the lawfulness of the Works and/or the Insured Use or applying for a certificate of lawfulness.
- (d) the Insured shall, if required in writing by the Insurer, apply for a certificate of lawfulness and no payment will be made by the Insurer for Loss as defined under Clauses 1 and 2 above, until such application has been finally determined, including any appeal to the Court or otherwise.
- (e) the Insurer shall not be liable for any Loss in respect of
  - (i) the erection or conversion or any change of use of the Property carried out less than 4 years before the Commencement Date,
  - (ii) any alteration, addition or extension to the Property, where the Property is in a Conservation Area, carried out less than 4 years before the Commencement Date,
  - (iii) any alteration, addition or extension to the Property, where the Property is not in a Conservation Area, carried out less than 12 months before the Commencement Date,
  - (iv) any alteration, addition or extension to the Property carried out after the Commencement Date,
  - (v) the lack of a Conservation Area consent,
  - (vi) failure to comply with regulations under the Housing Act 1985 or any enactment in substitution for that Act,
  - (vii) properties which include buildings designated as Listed Buildings at the Commencement Date,
  - (viii) use of the Property for any purpose other than the Insured Use,
  - (ix) any Order or other court proceedings in relation to planning regulations to which the Property is subject at the Commencement Date.

## Building Regulations

### COVER

Loss sustained in the event of Enforcement on or after the Commencement Date of building regulations in respect of the Works.

**For the purposes of this Policy Loss shall mean**

1. the cost of altering, demolishing and reinstating the Property, including any part of any building or other construction on or forming part of the Property, if and so far as is required by an Order in respect of the Works.
2. the adverse difference between the Market Value of the Insured's interest in the Property
  - a) on the assumption that the Works are lawful, and
  - b) following Enforcement
3. all other legal costs and expenses, incurred with the prior written consent of the Insurer, in connection with opposing any action taken to enforce building regulations in respect of the Works which are covered by this Policy.

## PROVISOS

### Provided always that

- (a) however many claims are made under this Policy, the total liability of the Insurer in respect of all claims added together shall not exceed the Limit of Indemnity.
- (b) the existence of this Policy shall not be disclosed to any third party, other than genuine purchasers of the Insured's interest in the Property and their mortgagees, without the prior written consent of the Insurer.
- (c) the Insurer shall not be liable for any Loss arising out of or contributed to by the Insured, or any persons authorised by them, communicating

- with the local authority regarding the Works or applying for a regularisation certificate.
- (d) where any New Works result in Enforcement the Insurer shall not be liable for Loss in respect of those parts of the existing Property that would be affected by the New Works, or would require improvement or alteration in order to obtain a building regulations certificate on the New Works. This proviso will apply whether the New Works are proposed or actual, essential or non-essential and whether the New Works proceed or not.
  - (e) the Insured shall, if required in writing by the Insurer, apply for a regularisation certificate and no payment will be made by the Insurer for Loss as defined under Clauses 1 and 2 above, until such application has been finally determined, including any appeal to the Court or otherwise.
  - (f) the Insurer shall not be liable for any Loss in respect of
    - (i) any alteration, addition, extension or conversion to the Property carried out less than 3 months before the Commencement Date,
    - (ii) use of the Property for any purpose other than the Insured Use,
    - (iii) any Order or other court proceedings in relation to building regulations to which the Property is subject at the Commencement Date,
    - (iv) formal or informal enforcement action of any type or any claims relating to, or in connection with the installation of external cladding or defective or insufficient fire compartmentation or thermal protection.

## DEFINITIONS

**Order** shall mean:

- (a) an injunction in respect of planning regulations granted by a court of competent jurisdiction,
- (b) An enforcement notice in respect of planning controls or regulations establishing that the Works in connection with the Insured Use of the Property are unlawful in that they constitute a breach of planning regulations or that the Insured Use is unlawful in that it constitutes a breach of planning regulations
- (c) A Section 36 notice under the Building Act 1984 or an injunction in respect of building regulations granted by a court of competent jurisdiction

**Enforcement** shall mean successful implementation of an Order.

**New Works** shall mean alterations, additions, extensions and conversions to the Property carried out after the Commencement Date.

**Market Value** shall mean the value as determined by a surveyor appointed by agreement between the Insurer and the Insured and calculated as at the date the Insured sells the Property as mortgagee in possession or in exercise of its power of sale.

**Conservation Area** shall mean an area designated as such pursuant to the Planning (Listed Buildings and Conservation Areas) Act 1990 as amended.

**Listed Buildings** shall mean designated as listed pursuant to the Planning (Listed Buildings and Conservation Areas) Act 1990 as amended.

**Insurer** shall mean First Title Insurance plc, registered in England & Wales under Company number 01112603, Registered Office- ECA Court, 24-26 South Park, Sevenoaks, Kent, TN13 1DU, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Register number 202103.

## ADDITIONAL CLAUSES

**Initiating New Works:** Before initiating any New Works on the Property or contacting the local authority it is important that the insured should refer to and consider Provisos (c) and (d) of the Building Regulations Provisos.

**How to Claim:** If you need to make a claim please contact the Insurer at ECA Court, 24-26 South Park, Sevenoaks, Kent, TN13 1DU, or by email to [claims@firsttitle.co.uk](mailto:claims@firsttitle.co.uk), or by telephone on 0207 160 8126 quoting the Policy number. Please be aware of the Conditions on the face of the Policy and the Provisos above. In assessing any claims made the Insurer or their agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy or repossessions).

**Cancellation Rights:** You may cancel this Policy within 14 days of its conclusion or receipt of the Policy document whichever is the later. 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 the 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 of this Policy by any other Insured shall not affect the rights or interests of any mortgagee

**Financial Services Compensation Scheme (FSCS):** 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](http://www.fscs.org.uk) or contact the Scheme helpline on 0800 678 1100 or 020 7741 4100.

**Privacy Policy:** We will use data in accordance with our privacy policy, which can be found on our website at [www.gcs-title.co.uk/privacy-policy/](http://www.gcs-title.co.uk/privacy-policy/).

**Sanctions:** The Insurer shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer to any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.