# Legal Indemnity Insurance

## Insurance Product Information Document

**Company: Guaranteed Conveyancing Solutions Limited**

**Product: ABSENT LANDLORD & GOOD LEASEHOLD**

Guaranteed Conveyancing Solutions Limited is registered in England under company number 3623950. Registered office: 42 Trinity Square, London, EC3N 4DJ. Authorised and regulated by the Financial Conduct Authority. Firm Reference Number 306655.

This Insurance Product Information Document outlines some important features of the insurance Policy the Insured has been offered. It does not contain the whole terms and conditions, it is not part of the Policy and it does not commit us to provide insurance on these or any other terms. It is important that this is read in conjunction with the pre-contractual documentation and the Policy itself. All capitalised terms refer to terms defined within the Policy.

### What is this type of insurance?

Absent Landlord and Good Leasehold Indemnity covers the situation where a landlord/freeholder of a residential property is absent or unresponsive and cannot respond to enquiries or confirm receipt of ground rent and where the freehold title to the Property has not been registered or deduced at the Land Registry and the Property is therefore subject to unknown rights, covenants and interests.

### What is insured?

- ✓ The Insured named on the Policy Schedule & all successors in title.
- ✓ The Policy provides inflation cover (increasing the Limit of Indemnity by 5% per annum for 10 years from the Commencement Date).
- ✓ The Policy also provides additional comfort for Mortgagees, Successors in Title and Genuine Purchasers under the Non-Invalidation Clause.
- ✓ The cover provided is:
  Loss sustained in the event of any claimant establishing or attempting to establish, on or after the Commencement Date, an Adverse Legal Right which Loss arises solely from the Defect in Title existent at the Commencement Date.
  Loss sustained by the Insured as a direct result of the Vendor failing to produce clear receipts for ground rent due to a Missing Landlord and/or the breach of any terms contained within the Lease which are preconditions to the Vendor's assignment of the Lease to the Insured and which could not be complied with due to an Absent Landlord.

### What is not insured?

- ✗ Fraudulent acts or omissions by the Insured.
- ✗ Losses deliberately caused by the Insured.
- ✗ Any breach of the Conditions and terms of the Policy.
- ✗ Matters in respect of the risk insured that were known to the Insured but not to the Insurer at the date of the Policy.
- ✗ Development or change of use of the Property.
- ✗ Matters not listed as Loss under the Policy.
- ✗ Please refer to section (c) of the Provisos set out in Section 1 of the Policy, and section (d) of the Provisos set out in Section 2 of the Policy which details further Losses not covered by the Policy.

### Are there any restrictions on cover?

- ! The Insurer will not be liable or its liability may be reduced in the event that the Conditions and terms of the Policy or the issue instructions/criteria are not complied with.
- ! The policy does not cover new development or change of use of the Property.
- ! The Insurer's maximum liability under the Policy will be the Limit of Indemnity (which increases by 5% per annum for a period of 10 years from Commencement Date).
- ! Please refer to section (c) of the Provisos set out in Section 1 of the Policy, and section (d) of the Provisos set out in Section 2 of the Policy which details further Losses not covered by the Policy.

## Where am I covered?

✓ The Policy provides cover in respect of the Property as noted in the Policy Schedule.

## What are my obligations?

The Insured must:

- abide by the Conditions and other terms of the Policy,
- ensure that information provided when taking out this Policy which is relevant to the cover is accurate, and disclose any matter which it knows, or could reasonably be expected to believe, to be relevant to the Insurer's decision to accept the risk to be insured, or on what terms such risk is insured, whether or not this information has been specifically requested,
- continue to use the Property as set out in the Policy Schedule and as it exists at the date of the Policy,
- notify the Insurer as soon as possible upon becoming aware of a circumstance which could give rise to a claim under the Policy,
- not communicate the existence or terms of the Policy to anyone (other than Genuine Purchasers or Mortgagees or their advisers) without the Insurer's prior written consent,
- not settle or offer to settle any claim or expense in respect of a claim, assume any contractual obligation, or admit any liability in respect of a claim without the Insurer's prior written consent,
- co-operate with the Insurer and provide information and documentation that the Insurer may need, and do/permit all things necessary to minimise Loss under the Policy.

## When and how do I pay?

A one off premium must be paid by the Insured or on the Insured's behalf to Guaranteed Conveyancing Solutions Limited.

## 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 without limit in time.

## How do I cancel the contract?

If you are a consumer you may cancel this Policy within 14 days of the Policy being issued or receipt of the Policy documentation, whichever is later. To cancel you should contact the person who arranged the cover on your behalf. 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. If you choose not to cancel this Policy within the time limits set out above, the Insured will be legally bound to the Conditions and terms of the Policy.

**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.