

Legal Indemnity Insurance

Insurance Product Information Document

Company: Commercial Title Insurance Solutions Product: Adverse Rights

Commercial Title Insurance Solutions (CTIS) is a trading name of Guaranteed Conveyancing Solutions Limited (GCS Ltd.). 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 Adverse Rights policy covers the exercise by third parties of rights over the property which are not apparent and have not been exercised during the current owner's occupation.



What is insured?

- ✓ The reduction in value of the property
- ✓ The cost of obtaining a court order or legal fees to free the property from the adverse rights
- ✓ Compensation, legal costs and expenses awarded
- ✓ Other costs and expenses with Insurer's consent



What is not insured?

- ✗ Any exercise of rights that are either visible or being exercised on the date on which cover commenced
- ✗ Any rights that were granted less than 20 years before the date on which cover commenced
- ✗ Any rights contained in a licence agreement or lease
- ✗ Any public rights (e.g. a public footpath or bridle-way, financial charges or monetary liabilities (e.g. a mortgage or rentcharge)



Are there any restrictions on cover?

- ! The policy does not cover new development or change of use
- ! No communication to be made by the Insured or anyone acting on their behalf with anyone considered to have rights over or across the insured property



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
- 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 without limit in time and the agreed Limit of Indemnity is specified on your Policy Schedule.



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.