



Home Condition Survey Insurance Certificate

Schedule	Policy Number: SAMPLE
Insurer	Great Lakes Reinsurance (UK) PLC of Plantation Place, 30 Fenchurch Street, London EC3M 3AJ Authorised and regulated by the Financial Services Authority
Home Condition Survey Provider	SAMPLE
Home Condition Survey Reference	SAMPLE
Property	SAMPLE
Postcode	SAMPLE
Limit of Indemnity	£20,000
Date of Home Condition Survey (Inception Date)	SAMPLE

M S Le Breton, Managing Director, Conveyancing Liability Solutions Ltd

Signed by Conveyancing Liability Solutions Limited on behalf and with the authority of the Insurer.

Definitions

Where a word is defined below or in the Schedule it shall carry the same meaning wherever it appears in this Policy.

You/Your

The person insured by this Policy. You may be:

- the seller of the Property
- a potential or actual buyer of the Property
- a lender providing a mortgage or remortgage in respect of the Property

We/Us/Our

The Insurer, Great Lakes Reinsurance (UK) PLC, Plantation Place, 30 Fenchurch Street, London EC3M 3AJ
Tel: 020 3003 7000 Fax: 020 3003 7010. Authorised and regulated by the Financial Services Authority

Home Condition Survey Provider

The Survey company or individual surveyor as detailed in the Schedule, being an accredited member of the BRE/SAVA Home Condition Survey scheme

Adverse Matter

Any matter (other than any Hidden Defect) affecting the Property which was pre-existing at the Inception Date but was not reported in the Home Condition Survey and which adversely affects the Market Value of the Property

Hidden Defect

Any matter identified in the Home Condition Survey as being incapable of inspection at the time of survey

Inception Date

The date of the Home Condition Survey as stated in the Schedule

Indemnity Period

From the Inception Date and continuing for a period of 12 months

Insured Use

The continued use of the Property for residential purposes

Loss

Any financial loss for remediation of any Adverse Matter that You suffer or sustain solely and directly due to Your reliance on the Home Condition Survey subject to the terms, conditions and exclusions detailed in this Certificate of Insurance

Market Value

The market value of the Insured's interest in the Property as determined by a surveyor acting as sole arbitrator who shall be appointed by agreement between You and the Insurer or in the absence of agreement by the President or next most senior available officer of the Royal Institution of Chartered Surveyors who will have the power (with the right to take such further advice as may reasonably be required) to determine and appoint the appropriate person or to arrange such person's appointment

Property

Any residential dwelling situated in England or Wales, the address of which is stated in the Schedule

Cover

In consideration of payment of the Premium, We will indemnify You during the Indemnity Period against Loss which You may sustain solely and directly as a result of an Adverse Matter.

Mortgage Lender's Non-invalidation Protection Clause

Any act, omission or misrepresentation by any party shall not affect or invalidate any claim made by a mortgage lender under this Policy unless such party acted on such mortgage lender's behalf or with their knowledge or consent.

Exclusions

1. We are not responsible for any loss that You suffer if at the Inception Date or subsequently the Property is used otherwise than in accordance with the Insured Use and/or is not located in England and Wales
2. We are not responsible for any loss that You suffer in respect of any Adverse Matter:
 - i. disclosed in the Home Condition Survey or identified as being incapable of inspection;
 - ii. which You were aware of or if You had knowledge or information of any matter fact or circumstance (other than notice of knowledge imputed to You by statute) at the Inception Date;
 - iii. which first arose after the Inception Date;
3. We are not responsible for any costs that You incur after you become aware of an Adverse Matter unless We have agreed to them in writing before You incur them
4. We are not responsible for any loss that You suffer relating to clean-up costs, fines or financial penalties which arise directly or indirectly from any form of contamination or pollution of the Property or any part thereof howsoever arising;
5. We are not responsible for any loss that You suffer which arises from a consequential loss of whatever nature which shall be deemed to include any interest levied by a mortgage lender directly arising out of any penalty clause in any legal charge, form of security or mortgage deed in relation to the Property.

General Conditions

1. This Policy shall be governed by and construed in accordance with the laws of England and Wales.
2. You cannot transfer the benefits of this Policy to anyone else.

Claims Conditions

1. We will not pay more than the Limit of Indemnity in total in relation to any or all claims under this Policy. Policy. You cannot claim the benefit of more than one Policy in relation to the Property.
2. If You receive information about any claim or Loss or any circumstance for which We may be responsible under this Policy, You must contact Us as soon as possible with full details, including a copy of the original Home Condition Survey and this Policy together with any supporting information. This must be no later than 90 days after the insured becomes aware of the issue.
3. You must not make any offer, promise or payment or incur any costs or expenses unless We have agreed to this in writing.
4. You agree to do and permit to be done all things reasonably practicable to minimise Loss under this Policy as We may reasonably be require. We will be responsible for any expenses incurred in connection with this condition.
5. In the event of any claim or Loss or any circumstance for which We may have a liability under this Policy We shall have full discretion in the conduct of any claim. We may at Our discretion and at any time:
 - (i) pursue or defend any action at law or otherwise or make an application to a court of competent jurisdiction in Your name of and on Your behalf;
 - (ii) pay You an amount up to the Limit of Indemnity or any lesser amount for which a claim can be settled;
 - (iii) make a settlement out of court in Your name or on Your behalf;
 - (iv) pay or otherwise settle with You the amount of Loss provided for under this Policy.

6. We may at Our discretion and at Our own cost make settlement with parties other than You and may take any other action which We consider necessary to prevent or minimise Our loss whether or not We are liable under the terms of this Policy and by so doing We will not be taken to have conceded any liability or waived any of the terms or conditions contained herein.
7. If there is a claim under this Policy, We have the right to instruct a surveyor to assess the remediation costs incurred or required.
8. If any difference arises 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 relevant statutory provisions in force at the time. Where referral to arbitration is made under this condition, the making of an award shall be a condition precedent to any right of action against the Insurer.
9. We shall not be liable for any loss which is recoverable under a household buildings insurance policy or any other policy of insurance in respect of the Property.
10. If You deliberately make a false claim, We will cancel Your interest in this Policy and will not make any payment for such claim.
11. We shall have no further liability to You under this Policy:
 - (i) if We settle a claim with You under this Policy,
 - (ii) once the Indemnity Period comes to an end
 - (iii) once the Limit of Indemnity has been exhausted.

Cancellation Rights

You may cancel this Policy by returning the Policy document within 14 days of the Inception Date. If you do have any reason to cancel this Policy, please contact the **Accounts Department at Conveyancing Liability Solutions Limited at Suite 39, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU. Email: accounts@clsl.co.uk, Tel: 0870 013 0872, Fax: 0870 013 0190.** We reserve our rights on refunding any premium if you have made a claim on this policy. If no claim has been made we will fully refund any premium paid and cancel the Policy from the Inception Date. If you cancel this Policy, you may be in breach of the terms of your mortgage or the terms for the sale of the Property.

Making a Claim

Please write with details of any circumstances likely to give rise to a claim under this Policy to **Conveyancing Liability Solutions Limited at Suite 39, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU** or Davies Managed Systems, 2nd Floor, East Court, Riverside Park, Campbell Road, Stoke-on-Trent ST4 4DA. Tel: 0844 856 2035 Fax: 0844 856 2005 enclosing a copy of the Policy. Please be aware of Conditions 2, 3 and 4 of this Policy.

Complaints Procedure

We aim to provide an excellent service. If you have any cause for complaint you should, in the first instance, contact us at: **Conveyancing Liability Solutions Limited at Suite 39, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU. Tel: 0870 013 0872 Fax: 0870 013 0190.** Please quote the details of the policy (surname and initials, policy number, property address etc). If the matter is not resolved to your satisfaction, please write to:

The Compliance Officer of Great Lakes Reinsurance (UK) PLC, Plantation Place, 30 Fenchurch Street, London EC3M 3AJ Tel: 020 3003 7000 Fax: 020 3003 7010.

If you are still dissatisfied then you may be able to refer to The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR Tel: 0845 080 1800 or email at: complaint.info@financial-ombudsman.org.uk

Financial Services Compensation Scheme (FSCS)

Great Lakes Reinsurance (UK) PLC is covered by the Financial Services Compensation Scheme (FSCS) You may be entitled to compensation from the scheme in the unlikely event that it cannot meet its obligations. The FSCS will meet the first £2,000 of your claim in full plus 90% of the balance without any upper limit. Further details can be obtained from www.fscs.org.uk or you may contact the FSCS on 020 7892 7300 for further details.

How we will use your data

Conveyancing Liability Solutions Limited holds data in accordance with the Data Protection Act 1998. It may be necessary for us to pass data to other organisations that supply products and services associated with this contract of insurance. In order to verify information and to prevent and detect fraud, we may share information you give us with other organisations and public bodies, who access and update various databases, including those held by the Police. If you give us false or inaccurate information and we suspect fraud, we will record this and the information will be available to other organisations that have access to the database(s). We can supply details of the databases we access or contribute to, on request.

Home Condition Survey Insurance Certificate

Insurer: Great Lakes Reinsurance (UK) PLC of Plantation Place, 30 Fenchurch Street, London EC3M 3AJ
Authorised and regulated by the Financial Services Authority

This is a summary of the cover provided under a Home Condition Survey Insurance Certificate. It does not contain the full terms and conditions and does not form part of the Insurance Certificate. You should read the Insurance Certificate to ensure that you are fully aware of the terms and conditions of the cover provided. A specimen of the Insurance Certificate wording is available upon request from your adviser.

Type of insurance and cover

(See the Insurance Certificate for full details of the cover provided)

The Insurance Certificate provides cover where the Insured suffers loss as a result of reliance on a Home Condition Survey

The duration of the Insurance Certificate for sellers or purchasers is in perpetuity and for lenders is for the term of their mortgage or until the loan secured by it is repaid in full. The Insurance Certificate is not assignable.

Significant features and benefits

(See the Insurance Certificate for full details of the significant features and benefits)

The Insurance Certificate provides cover against loss sustained by the insured should the property be adversely affected by any matter(s) which affect the property (other than hidden defects) but which was not reported in the home condition report

Losses covered

(See the Insurance Certificate for full details of the losses covered)

Any financial loss for remediation of any Adverse Matter that You suffer or sustain solely and directly due to Your reliance on the Home Condition Survey subject to the terms, conditions and exclusions detailed in this Certificate of Insurance

Significant and unusual exclusions or conditions

(See the Insurance Certificate for full details of exclusions and conditions)

1. The Insurance Certificate does not provide cover in respect of:
 - a. any loss that You suffer if at the Inception Date or subsequently the Property is used otherwise than in accordance with the Insured Use and/or is not located in England and Wales
 - b. any loss that You suffer in respect of any Adverse Matter:
 - i. disclosed in the Home Condition Survey or identified as being incapable of inspection;
 - ii. which You were aware of or if You had knowledge or information of any matter fact or circumstance (other than notice of knowledge imputed to You by statute) at the Inception Date;
 - iii. which first arose after the Inception Date;
 - c. any costs that You incur after you become aware of an Adverse Matter unless We have agreed to them in writing before You incur them
 - d. any loss that You suffer relating to clean-up costs, fines or financial penalties which arise directly or indirectly from any form of contamination or pollution of the Property or any part thereof howsoever arising;
 - e. any loss that You suffer which arises from a consequential loss of whatever nature which shall be deemed to include any interest levied by a mortgage lender directly arising out of any penalty clause in any legal charge, form of security or mortgage deed in relation to the Property
2. The Insured will not be liable if the insured, without prior written consent of the Insurer:
 - i. discloses the existence of the Insurance Certificate to any third party who is not a bona fide prospective purchaser their mortgagee and/or legal advisor;
 - ii. admits liability or takes steps to settle a claim.

Cancellation Rights

You may cancel the Insurance Certificate by returning the Insurance Certificate within 14 days of the Inception Date. If you do have any reason to cancel the Insurance Certificate, please contact the Accounts Department at CLS Limited at Suite 39, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU. Email: accounts@clsl.co.uk, Tel: 0870 013 0872, Fax: 0870 013 0190. Please note that after deduction of administrative costs no cash refund of premium will be payable. If you cancel the Insurance Certificate, you may be in breach of the terms of your mortgage or the terms for the sale of the Property.

Making a Claim

Details of any circumstances likely to give rise to a claim under the Insurance Certificate must be sent to **CLS Limited at Suite 39, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU** who will manage all claims in consultation with Davies Managed Systems, 2nd Floor, East Court, Riverside Park, Campbell Road, Stoke-on-Trent ST4 4DA. Tel: 0844 856 2035 Fax: 0844 856 2005. Please be aware of Conditions 1, 6 and 8 of the Policy.

Complaints Procedure

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first £2,000 of your claim in full plus 90% of the balance without any upper limit. Further details can be obtained from www.fscs.org.uk or you may contact the FSCS on 020 7892 7300 for further details.

Statutory Disclosure Notice

To the intermediary

This document must be revealed to the ultimate policyholder (including any lender's interest) before the conclusion of the insurance contract.

If you are a Solicitor, Licensed Conveyancer or Legal Executive, you should disclose this document to your client and/or their lender and/or the purchaser's legal representatives for the benefit of their client and/or lender prior to the conclusion of the insurance contract.

To the policyholder

Who are we?

Conveyancing Liability Solutions Limited is a specialist insurance intermediary, who arranges conveyancing and property title indemnity insurance. We can be contacted at: **Conveyancing Liability Solutions Limited, Suite 39, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU, 0870 013 0872, fax 0870 013 0190, email to: enquiries@clsl.co.uk.**

Whose policies we offer?

We offer a range of insurance products from a number of insurers all of whom are authorised and regulated to provide insurance in the United Kingdom by the FSA, and all of whom we are satisfied have satisfactory financial strength and credit ratings for the type of risk and level of cover we provide.

What services do we provide?

We assume that you are reading this because you have received professional advice that identified a need for the insurance policy requested. We are not permitted to provide advice on your requirement for the insurance policy, or recommend how you should proceed. You will need to make your own choice about how to proceed and we recommend that this is done with guidance from your professional advisor.

Payment for our services

Conveyancing Liability Solutions Limited will not charge you a fee for arranging the insurance policy. Should you decide to proceed with purchasing the insurance policy you will be charged the premium that applies to the insurance policy you request. You may be charged an administration fee by the intermediary who arranges the policy for you. The intermediary will be responsible for disclosing the amount of their administration fee to you.

Our regulatory status

Conveyancing Liability Solutions Limited is authorised and regulated by the Financial Services Authority. Our Reference Number is 315295. Our permitted business is arranging non-investment insurance contracts. You can check this on the FSA Register by visiting their website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

What the Financial Services Authority is

The FSA is an independent body that regulates the financial services industry (including general sales and administration) in the UK. The FSA requires that we provide this document for your information.

The FSA requires us to provide you with this document for your information. We recommend that you use the information provided in this document to help you decide if our services are right for you.

What to do if you have a complaint

If you have any cause for complaint you should, in the first instance, write to us at: **Conveyancing Liability Solutions Ltd, Suite 39, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU. Tel: 0870 013 0872, Fax: 0870 013 0190.** Please quote the details of the policy (surname and initials, policy number, property address etc).