



## Search Insurance

### ***A) Can all of the following Underwriting Criteria be complied with?***

#### **Search Insurance (Residential)**

Search Insurance relates to any Water Authority, Local Authority and Coal Authority search (the Search).

1. The Property is a private residential house, maisonette or flat in England or Wales which has existed and has been unaltered for at least 12 months immediately prior to the Inception Date and one of the following applies:
  1. **Search Validation** the Purchaser has contracted to purchase the Property or purchased the Property relying on a Search which was carried out during the 12 months immediately prior to the inception of the Policy
  2. **Search Delay** the Purchaser has contracted to purchase the Property or purchased the Property before receiving the results of the Search
  3. **No Search Required (Purchase)** the Purchaser has contracted to purchase the Property or purchased the Property without a Search being carried out
  4. **No Search Required (Remortgage)** the Mortgagee has agreed to provide a mortgage to the current owner of the Property without a Search being carried out.
2. None of the relevant records or registers are known to contain any adverse entries.
3. No party to the transaction is aware of any circumstance, fact or matter that may lead to a claim under the Policy.
4. No change to the existing use of the Property not any development is intended.

#### **Search Insurance (Commercial)**

Search Insurance relates to any Water Authority, Local Authority and Coal Authority search (the Search).

1. The Property is commercial premises in England or Wales which has existed and has been unaltered for at least 12 months immediately prior to the Inception Date and one of the following applies:
  1. **Search Validation** the Purchaser has contracted to purchase the Property or purchased relying on a Search which was carried out during the 12 months immediately prior to the Inception Date
  2. **Search Delay** the Purchaser has purchased or contracted to purchase the Property before receiving the results of the Search
  3. **No Search Required (Purchase)** the Purchaser has contracted to purchase the Property or purchased the Property without a Search being carried out
  4. **No Search Required (Remortgage)** the Mortgagee has agreed to provide a mortgage to the current owner of the Property without a Search being carried out.
2. None of the relevant records or registers are known to contain any adverse entries.
3. No party to the transaction is aware of any circumstance, fact or matter that may lead to a claim under the Policy.
4. No change to the existing use of the Property or any development is intended.



**Residential:**

Limit of Indemnity	Search Validation	Search Delay	No Search – Purchase	No Search - Remortgage
£150,000.00	£30.00	£20.00	£45.00	£19.00
£500,000.00	£57.00	£35.00	£82.00	£30.00
£750,000.00	£87.00	£57.00	£110.00	£45.00
£1,000,000.00	£120.00	£87.00	£140.00	£62.00
£1,200,000.00	£150.00	£115.00	£180.00	£85.00

**Commercial:**

Limit of Indemnity	Search Validation	Search Delay	No Search – Purchase	No Search - Remortgage
£150,000.00	£52.00	£45.00	£165.00	£35.00
£500,000.00	£110.00	£100.00	£340.00	£52.00
£750,000.00	£140.00	£130.00	£440.00	£100.00
£1,000,000.00	£215.00	£205.00	£515.00	£140.00
£1,200,000.00	£270.00	£240.00	£650.00	£180.00

***B) If any of the above Underwriting Criteria cannot be fully complied with the case will need to be submitted to CLS Title Limited with full supporting information***



## Search Insurance Policy

### Schedule

**Policy Number:**

**Insurer:** Hardy Conveyancing Insurances, underwritten by Syndicate 382 at Lloyd's  
Authorised and regulated by the Financial Services Authority

**Insured:** **Purchaser:**  
**Mortgagee (if any):**

**Property:**

**Limit of Indemnity:** £[ ]

**Premium:** £[ ] (inclusive of Insurance Premium Tax)

**Inception Date:** [ ]

**Period of Insurance:** From the Inception Date and continuing in perpetuity

**Insured Use:** The continued use of the Property as:  
a) a private dwelling as constructed at the Inception Date, and/or  
b) commercial premises for the specific purpose for which they are used and as constructed, at the Inception Date (to be deleted as appropriate)

**Cover:**

- a)(Search Validation)** The Insured has purchased or contracted to purchase the Property relying on a Search which was carried out within 12 months of the Inception Date  
**b)(Search Delay)** The Insured has purchased or contracted to purchase the Property before receiving the results of a commissioned Search  
**c)(No Search Purchase)** The Insured has purchased or contracted to purchase the Property without a Search being carried out  
**d)(No Search Remortgage)** The Insured has agreed to provide a remortgage to the current owner of the Property without a Search being carried out

**(to be deleted as appropriate)**

**Escalator Clause** The Limit of Indemnity will increase by 5% of the original amount on each anniversary of the Inception Date for the first 10 years

**Policy Date:**

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



## Preamble

In consideration of payment of the Premium and Insurance Premium Tax, the Insurer will, subject to the terms of this Policy, indemnify the Insured in respect of Loss occurring during the Period of Insurance. This Policy is provided on the understanding that full disclosure of all material facts has been made by or on behalf of the Insured, whether or not requested. This Policy and any endorsement issued in respect of it are one contract and shall be read together.

## Cover

The Insurer will indemnify the Insured in respect of Loss sustained by the Insured arising solely and directly out of the Property being adversely affected by any matter(s) which would have been revealed by a Search had one been carried out on the Inception Date.

## Protection for Mortgagees and Successors in Title

The Insurer shall not avoid liability to any Insured under this Policy for claims resulting from any act, omission or misrepresentation committed or made by any other party unless such party acted on behalf of such Insured or with the knowledge or consent of such Insured or such Insured had knowledge of the act, omission or misrepresentation prior to the Inception Date.

## Definitions

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

<b>Loss</b>	loss sustained by: a) the Purchaser b) the Mortgagee in connection with the Mortgage in respect of:  1. liability for any financial charge registered against the Property 2. the difference in the Market Value of the Property calculated: (a) on the assumption that there are no matters recorded on the Relevant Registers adversely affecting the Market Value, and (b) to the extent that any matter(s) recorded on the Relevant Registers adversely affect the Market Value of the Property such difference in Market Value to be calculated at the date the Insured was first notified of the matter(s) 3. the cost of any settlement made out of court with the prior written consent of the Insurer 4. costs and expenses incurred by the Insured with the prior written consent of the Insurer in taking or defending any action at law or otherwise 5. all other costs and expenses incurred with the prior written consent of the Insurer
<b>Market Value</b>	the value of the Insured's interest in the Property as determined by a surveyor appointed by agreement between the Insurer and the Insured
<b>Mortgage</b>	the monies advanced by the Mortgagee and secured on the Property (in respect of cover Option D in the Schedule, this shall mean monies advanced under a remortgage)
<b>Mortgagee</b>	any financial institution which has a Mortgage secured on the Property
<b>Relevant Registers</b>	the registers referred to in the definition of Search
<b>Search</b>	any or all of the following in connection with the Property: 1. a search in Form LLC1 of the register of local land charges with a full set of enquiries of the appropriate local authority in Form Con 29 or any official forms in substitution therefore 2. an enquiry to the relevant sewerage or water authority in respect of sewerage or water matters contained in Form Con 29(W) or any official form in substitution therefore



3. a standard or special enquiry to the relevant authority in relation to mining matters either in Form Con 29(M) or any official forms in substitution thereof (including Cheshire brine, tin, limestone and any other mining matter)
4. any search of the register of Common Land and Town or Village Greens

## Exclusions

The Insurer will not be liable to indemnify the Insured in respect of:

1. loss arising out of any matter(s) that:
  - (a) were revealed by a previous Search result obtained by the Insured or provided to the Insured by a previous owner of the Property
  - (b) the Insured was aware of at the Inception Date
  - (c) relates to any reconstruction, alteration, extension or change of use of the Property during the 12 months immediately prior to the Inception Date
  - (d) have been entered onto the Relevant Registers after the Inception Date
2. loss which is recoverable under any buildings insurance policy covering the Property
3. loss arising from the identification or registration of any land as contaminated land pursuant to the Environmental Protection Act 1990.

## Conditions

1. The due observance and fulfilment of the terms of this Policy so far as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Insurer to make any payment under this Policy.
2. This Policy shall be governed by and construed in accordance with the law of England and Wales.
3. The total liability of the Insurer in respect of all claims made under this Policy will not exceed in the aggregate the Limit of Indemnity.
4. This Policy will not be in force unless it has been signed by a person who has been authorized to do so by the Insurer.
5. This Policy is not assignable.
6. The Insured must give written notice to Hardy Underwriting, as soon as reasonably practicable, of any circumstances likely to give rise to a claim for which there may be liability under this Policy and provide them with such information and documentation as they may reasonably require.
7. The Insured must by prior agreement with and at the expense of the Insurer, do and permit to be done all things reasonably practicable to minimize Loss.
8. The Insured must not make any admission of liability, offer, promise or payment or incur any costs or expenses without the prior written consent of the Insurer.
9. 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.
10. If at the time of Loss, resulting in a claim under this Policy, there is any other insurance in force covering such Loss or any part of it, the liability of the Insurer under this Policy will be limited to its rateable proportion of such Loss.
11. If the Insured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall become voidable and all claims hereunder shall be forfeited.
13. The due observance and fulfilment of the terms and conditions of this Policy and the truth of the representations made by the Insured shall be a condition precedent to Insurer's liability to make any payment under this Policy to the original Insured.



## **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 **CLS Title Limited, Suite 39, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU**. 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**

To notify us of a claim under this Policy please write to:

**CLS Title Limited, Suite 39, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU.**

enclosing a copy of the Policy. Please be aware of the Conditions 5 and 7 of the 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:

**CLS Title Limited, Suite 39, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU.**

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 Insurer at:

**Hardy Conveyancing Insurances, 4th Floor, 40 Lime Street, London EC3M 7AW**

If you are still not satisfied with the way a complaint has been dealt with you may ask the Complaints Department at Lloyd's to review your case without prejudice to your rights in law at:

**Complaints Department, Lloyd's, One Lime Street, London EC3M 7HA.**

Please quote your Policy Number in all cases.

## **How we will use your data**

CLS Title 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.

## **Financial Service Compensation Scheme (FSCS)**

The Insurer is covered by the FSCS. If the Insurer is unable to meet its obligations under this Policy the Insured may be entitled to compensation. You may contact the FSCS on 020 7892 7300 for further details.



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## Policy Summary - Search Insurance

**Insurer:** Hardy Conveyancing Insurances underwritten by Syndicate 382 at Lloyd's

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

### Type of insurance and cover

The Policy provides cover where any or all of a local authority, drainage and water, or mining search(es) has/have:

- (i) been requested but the results have not been received and this is holding the transaction up - **search delay**;
- (ii) been received but due to other delays in the transaction the search result are considered to be out of date - **search validation**;
- (iii) not been and will not be requested – **no search required** (purchase or remortgage cover depending on the transaction).

The duration of the Policy for purchasers is in perpetuity and for lenders is for the term of the mortgage, or just the lenders for the term of the mortgage in the case of a remortgage. The Policy is not assignable.

### Significant features and benefits

(see the Policy document for full details of the significant features and benefits)

The Policy provides cover against loss sustained by the insured should the property be adversely affected by any matter(s) which would have been revealed by a search had one been carried out on the inception date of the Policy.

### Losses covered

(see the Policy document for full details of the losses covered)

#### 1. Loss sustained by:

- (i) the purchaser, or
  - (ii) the mortgagee in connection with the mortgage,
- in respect of:

- (a) liability for any financial charge registered against the property, or
- (b) the difference in the market value of the property calculated:
  - (1) on the assumption that there are no matters recorded on the relevant register adversely affecting the market value, and
  - (2) to the extent that any matter(s) recorded on the relevant registers adversely affect the market value of the property, such difference in market value to be calculated at the date the insured was first notified of the matter(s).

#### 2. With the prior written consent of the Insurer:

- (i) the cost of any settlement made out of court;
- (ii) costs and expenses incurred by the insured Insurer in taking or defending any action at law or otherwise;
- (iii) all other costs and expenses incurred.

### Significant and unusual exclusions or conditions

(see the Policy document for full details of exclusions and conditions)

#### 1. The Policy does not provide cover in respect of:

- (i) any claim which is induced either wholly or partly by, or through, any wilful act or neglect of the insured;
- (ii) loss arising out of any matter(s) that:
  - (a) were revealed by a previous search result obtained by the insured or provided to the insured by a previous owner of the property;
  - (b) the insured was aware of at the inception date of the Policy;
  - (c) relates to any reconstruction, alteration, extension or change of use of the property during the 12 months immediately prior to the inception date of the Policy;



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- (d) have been entered onto the relevant registers after the inception date of the Policy;
  - (iii) loss which is recoverable under any buildings insurance policy covering the property;
  - (iv) loss arising from the identification or registration of any land as contaminated land pursuant to the Environmental Protection Act 1990.
2. The Insurer will not be liable if the insured, without the prior written consent of the Insurer:
- (i) discloses the existence of the Policy 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

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If you are still not satisfied with the way a complaint has been dealt with you may ask the Complaints Department at Lloyd's to review your case without prejudice to your rights in law at:

**Complaints Department, Lloyd's, One Lime Street, London EC3M 7HA.**

Please quote your Policy Number in all cases.

There may be a right of referral to the Financial Ombudsman Service who can be contacted on 0845 080 1800 or emailed at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

### Financial Services Compensation Scheme (FSCS)

The Insurer is covered by the FSCS. If the Insurer is unable to meet its obligations under the Policy the Insured may be entitled to compensation. You may contact the FSCS on 020 7892 7300 for further details.