



ZURICH®

# Defective Title Indemnity

## Policy summary

### keyfacts®

This leaflet provides a summary of the significant features, benefits and limitations of the cover provided by Zurich Insurance plc Defective Title Indemnity policy. For full details of the cover including complete terms, conditions and exclusions please refer to the policy document.

### Type of insurance and cover

This policy is designed to provide indemnity in respect of the defect in title specified in the policy schedule.

The duration of this non-investment insurance contract is in perpetuity unless otherwise stated in the policy.

### Significant features and benefits

Provides cover in the event of any person enforcing or attempting to enforce any interest adverse to the title of the Insured to the property, which:

- existed and was capable of arising at the commencement date of the policy
- the Insured is unable to rebut, or is prejudiced in rebutting by reason of the defect stated in the policy.

### Cover includes

- Liability for damages or compensation incurred in any action or proceedings concerning the defect in title, including incurred costs and expenses.
- Loss in market value resulting from any successful action or proceedings concerning the defect in title.
- The cost of works (including architects' and surveyors' fees) for the purpose of any development to be carried out on the property, begun or contracted for, before the commencement of proceedings regarding the defect in title to the extent that such cost is rendered abortive by court order.
- All sums paid with the written consent of Zurich Insurance plc to free the property from any adverse estate, right or interest arising from the defect in title.
- All other costs and expenses incurred by Insured with the written consent of Zurich Insurance plc.

### Significant and unusual exclusions or limitations

(See the policy terms and conditions for full exclusions.)

- Liability arising from the disclosure of the existence of the policy to any third party other than prospective purchasers, lessees, their mortgagees and/or legal advisors.
- Liability arising from the Insured admitting liability or taking steps to settle a claim without the written consent of Zurich Insurance plc.
- A claim, which is induced either wholly or partly by, or through, any wilful act or neglect of the Insured.
- Where another policy has been taken out by the Insured covering the same risks, Zurich Insurance plc will only pay its rateable contribution of any claim.

### Cancellation rights

This policy entitles you to a 14 day cooling-off period.

It is important that you seek legal advice prior to cancelling this policy, as your contractual obligations may be affected.

### Claims

To notify us of a claim please call 08453 002 055.

Policy ref: bespoke

Target company size

Small

SME

Corporate

Type of Policy

Retail

Commercial

## Complaints procedure

We want to provide a first class service. If you have any cause for complaint you should, in the first instance, contact either the intermediary who arranged the policy for you, or the branch that issued the policy. Please quote the details of your policy (surname and initials, policy number, departmental reference, etc).

If the matter is not resolved to your satisfaction, please write to the Manager of the branch concerned. If you are still not satisfied with the action taken, you can lodge your complaint with the Chief Executive. Simply call **01242 263 875** or send an email to [chiefexecutive@uk.zurich.com](mailto:chiefexecutive@uk.zurich.com)

You may also have 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)

### **The Financial Services Compensation Scheme (FSCS)**

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation should we be unable to meet our obligations. You may contact the FSCS on **020 7892 7300** or further information is available at [www.fscs.org.uk](http://www.fscs.org.uk)

### **Law applicable to the contract**

UK law allows both you and us to choose the law applicable to the contract. The contract will be subject to the relevant law of the United Kingdom, the Isle of Man or the Channel Islands relating to your address as will be shown in the schedule. If there is any dispute as to which law applies it shall be English law.

The parties agree to submit to the exclusive jurisdiction of the English courts.

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

Zurich Insurance plc 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, or to prevent and detect fraud, we may share information you give us with other organisations and public bodies, including the Police, accessing and updating various databases. 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.

### **Zurich Insurance plc**

A public limited company incorporated in Ireland. Registration No. 13460.

Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales Registration No. BR7985.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Authorised by the Irish Financial Regulator and subject to limited regulation by the Financial Services Authority. Details about the extent of our regulation by the Financial Services Authority are available from us on request. FSA registration number 203093. These details can be checked on the FSA's register by visiting their website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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