

Policy Number

Policy Schedule

Property:

Insured Use:

Insured: []

Intended Priority of Mortgage:

Mortgage Account Number:

Borrower:

Limit of Indemnity:

Premium:

IPT:

Total Premium:

Policy Date:

Term:

Exclusions (in addition to those contained in Part 2 – Exclusions and Clause 2 of Part 3 – Terms and Conditions):

Preamble

The following sets out the roles of the parties in this Policy:

Insurer: The Insurer is the party which insures the Insured under the terms of this Policy.

Coverholder: Means Titlesolv, a coverholder of the Insurer which has a delegated authority provided to it by the Insurer and is authorised to bind the Insurer under this Policy

Contract of Insurance

The Insurer will indemnify the Insured from the Policy Date during the Period of Insurance against Insured Losses sustained by the Insured as a result of any Insured Title Defect subject to the terms of this Policy including Part 3 – Terms and Conditions and excluding items listed in Part 2 - Exclusions. This Policy is a contract between the Insurer and the Insured and is conditional on payment of the Premium.

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Part 1 - Insured Risks

During the Period of Insurance, the Insured is covered for the following matters subject to the matters excluded by Part 2 - Exclusions and the other terms of this Policy:

1. The Title to the Property over which the Insured took the Mortgage belonging to someone other than the Borrower.
2. Any defect, loss or invalidity of any documents necessary for proving the Borrower's Title to the Property as a result of which the Borrower does not have Good and Marketable Title to the Property.
3. Where any previous owner or the vendor of the Property to the Borrower did not have the right to sell or dispose of the Property as a result of which the Borrower does not have Good and Marketable Title to the Property.
4. Where the Title to the Property has been:
 - 4.1. Transferred by way of a gift or
 - 4.2. Where a payment for the transfer of the Title to the Property has been made and that payment was at less than the open market value of the Property at the date of the transfer or
 - 4.3. Where the Borrower has received money for a deposit to fund the purchase of the Property in a situation where the Insured has been unable to obtain the benefit of mortgagee protection in s342(2)(a) of the 1986 Act as amended by the Insolvency (no 2) Act 1994.

and in any of the above situations the transfer of the Property is set aside or an application has been made to court for it to be set aside under the provisions of Section 339-342 and 421A of the Insolvency Act 1986, as amended by the Insolvency Act 1994 and Section 12 of the Insolvency Act 2000.

5. Any right to possession arising from some superior title where all or part of the Property has possessory title.
6. An Adverse Entry that would have been identified in replies to the Searches if the Searches had been carried out or any failure to inform the Insured of an existing Adverse Entry in the Searches that have been carried out.
7. Where the Title to the Property is leasehold and the Borrower's lease is inconsistent with the freehold or any superior lease.
8. Where the Title to the Property is leasehold and before the date of the Mortgage either the rent under the Borrower's lease has not been paid or the conditions of the Borrower's lease have not been complied with including payment of service charges.
9. Where the Title to the Property is leasehold or the Title to the Property is commonhold and:

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- 9.1 the lease or commonhold as applicable does not permit the use of the Property as a Residential Dwellinghouse;
 - 9.2 the requirements as may be revised from time to time of the Council of Mortgage Lenders or anybody that replaces it relating to leasehold properties commonhold properties and or property management companies have not been met in full;
 - 9.3 any right to possession arises from some superior title where all or part of the Property has good leasehold title; and/or
 - 9.4 the landlord or management company for the Property is absent and it is therefore not possible to comply with the pre conditions to assignment contained within the Lease to the Property or the covenants for the payment of rent during the landlord's absence.
10. Where the Property does not have the necessary planning consents and building regulation approvals for use as a Residential Dwelling house. This includes but is not limited to all such planning consents and building regulations approval for alterations to the Property prior to the Policy Date and includes FENSA certificates and applies whether they have been lost or were never obtained.
 11. Where there is lack of necessary NHBC or equivalent documentation and at the date of Notification of the Claim under Clause 7.1 of Part 3 – Terms and Conditions the Property is less than ten years old.
 12. Where there is no documented pedestrian right of access to the Property or where the Property has a garage or hardstanding permitted for use by vehicles where there is no documented vehicular right of access to the Property.
 13. Any restrictive covenant which prevents the Property being used as a Residential Dwellinghouse.
 14. Where there are:
 - 14.1. no or inadequately documented necessary rights of support and/or shelter for the Property or any part of the Property and/or
 - 14.2. no documented necessary rights of access for the purposes of repairing and maintaining any part of the Property
 - 14.3. no or inadequate obligations on neighbouring property owners to contribute to repairs or maintenancebut only where in each case those rights already exist on the Policy Date and provided that where the Property forms the whole or part of a structure which shares one or more sides in common with an Adjoining Premises building then in respect of Clause 14.2 of this Part 1 – Insured Risks, cover under this Policy is limited solely to the enforcement of the Insured's rights to enter onto any parts of Adjoining Premises for the purposes of repairing and maintaining the Property.
 15. Where there are no legal easements or other rights for the passage of Utilities to the Property.
 16. Where the Property or part of the Property extends on to adjoining land not owned by the Borrower.
 17. Where the Property or part of the Property has been encroached upon by an adjoining owner's property.

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18. Any legal charge or other financial encumbrance having a greater priority than the priority of the Insured's Mortgage specified at the Intended Priority of Mortgage on the Policy Schedule.
19. An error by the Land Registry in effecting registration of the Insured's Mortgage which results in the Insured's Mortgage not being registered with the priority stated at the Intended Priority of Mortgage on the Policy Schedule.
20. Overriding Interests affecting the Property as defined in Schedule 3 of the Land Registration Act 2002 or any superseding legislation.
21. An assignment or transfer of the Mortgage is unenforceable or invalid or has failed to vest Title to the Mortgage in the named assignee or transferee provided that the assignment or transfer has been properly executed and any fees charges taxes levies stamp duty or other costs due in connection with the assignment or transfer have been paid.
22. The failure of any External Conveyancer acting for the Insured in connection with the Mortgage to register the Mortgage at Companies House if applicable within the required registration period and at the Land Registry with the priority specified at the Intended Priority of Mortgage on the Policy Schedule or at all or otherwise to carry out or adhere in all material respects to the Insured's instructions in connection with the Mortgage whether due to negligence or fraud provided that the Insured's instructions in connection with the Mortgage meet the requirements of the Underwriting Criteria.
23. An act of forgery or fraud by the Borrower that adversely affects the Insured's rights under the Mortgage.
24. Where the Property was purchased by the Borrower from a Housing Association Local Authority or other public body under the Housing Act 1985 at a discount and a legal charge has been registered at the Land Registry to secure repayment of that discount for a fixed period of up to five years known as the Discount Period if the Insured makes a Mortgage advance to the Borrower during the Discount Period it will not be necessary for the Insured to obtain a Deed of Postponement in respect of that legal charge.
25. The invalidity or unenforceability of the Mortgage or the Insured's inability to perfect its security except to the extent that those matters arise out of the Insured's failure to comply with statutory or regulatory obligations in respect of that transaction.
26. The inability of the Insured to obtain vacant possession of the Property because of a tenant occupying on a protected tenancy as at the Policy Date where the Insured had stipulated to the Borrower that any tenancy of the Property must be an Assured Shorthold Tenancy.

Part 2 - Exclusions (in addition to those exclusions contained in clause 2 of Part 3 – Terms and Conditions)

Matters which are excluded from cover under this Policy:

1. Changes in the use of the Property after the Policy Date.
2. Any statutory rights relating to precious metals coal petroleum and other substances which may be on or under the Property and any rights to use the Property for any purpose in connection with those substances including but without limitation extraction.
3. Any one or more of the following:

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- 3.1. pollution or contamination of the Property or part of the Property;
- 3.2. the Property or any part of the Property being situated within a flood plain as determined by reference to the information from time to time published by the Environment Agency;
- 3.3. ionising radiation or any other contamination by radioactivity from any civilian or military nuclear source or any radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component or any combustion of nuclear fuel;
- 3.4. the presence of radon gas on any part of the Property; or
- 3.5. electromagnetic fields or waves affecting any part of the Property.
4. Any defects in the Title charges encumbrances adverse claims or other such matters affecting the Property or any losses not directly attributable to any matter covered by this Policy.
5. Any physical damage to the Property.
6. Any defects in the Title charges encumbrances adverse claims or other such matters affecting the Property or any losses that would normally be covered by a buildings insurance policy.
7. Cover under Clause 22 of Part 1 – Insured Risks will be excluded if the Insured does not instruct an External Conveyancer to act on its behalf to complete the Mortgage.
8. In connection with houses in multiple occupation as defined in Part 2 of the Housing Act 2004
 - 8.1. Any failure of the Property to meet the requirements for houses in multiple occupation set out in Part 2 of the Housing Act 2004 and any order or regulations made under the Housing Act 2004;
 - 8.2. Any failure of any Person to obtain or renew any compulsory additional or other licence in connection with the Property required under Part 2 of the Housing Act 2004 and any order or regulations made under the Housing Act 2004;
 - 8.3. Any failure of any Person to comply with the terms or conditions of any compulsory additional or other licence issued in connection with the Property and required for houses in multiple occupation under Part 2 of the Housing Act 2004 and any order or regulations made under the Housing Act 2004.
9. Notwithstanding any other provision of this Policy, the Insurer will not make any payment to the Insured under this Policy in connection with a Claim to the extent that the circumstances giving rise to a Claim were caused or contributed by the negligence of or other breach of the Insured's instructions by Internal Conveyancers.
10. Any exclusions specifically referred to in the Policy Schedule.

If in any claims actions or proceedings under or in connection with this Policy the Insurer alleges that any matter is excluded from cover under this Policy then the Insured will have the responsibility for proving that the matter referred to is not excluded from cover under this Policy.

Signature

Signed on behalf of Titlesolv acting as Coverholder for XL Catlin Insurance Company UK Limited as aforesaid:

Date:

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Part 3 - Terms and Conditions

1. Definitions

The words or expressions below shall have the following meanings wherever they appear.

- 1.1. **Cancellation Procedure** means the procedure more particularly detailed in Clause 12 of Part 3 – Terms and Conditions.
- 1.2. **Coverholder** means London & European Title Insurance Services Limited, trading as “Titlesolv” being a company registered in England and Wales with Company number 04459633 and having its registered address at Cannon Green, 27 Bush Lane, London, EC4R 0AA, UK (authorised and regulated by the Financial Conduct Authority).
- 1.3. **Insurer** means XL Catlin Insurance Company UK Limited, acting through its Coverholder, Titlesolv, under Binding Agreement [xxxxx] being registered in England and Wales with Company number 5328622 and having its registered address is at 20 Gracechurch Street, London, EC3V 0BG, UK. XL Catlin Insurance Company UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308). Further details can be found on the Financial Services Register at www.fca.org.uk.
- 1.4. **Laws** means any governmental power, burden, requirement, restraint or regulation, whether created by or resulting from legislative act, ordinance, governmental by-law, decree, secondary law including administrative rules and regulation.
- 1.5. **Legal Expenses** means costs and expenses incurred by the Insurer to defend, minimise, mitigate or defeat a Third Party Claim, or to reduce or eradicate the Insured Risk or the effect or potential effect of the Insured Risk, or to negotiate a Settlement with a third party.
- 1.6. **Market Value** means the market value of the Insured’s interest in the Property to be determined by a surveyor appointed by agreement between the Insurer and Insured, or in the absence of agreement the president at that time of the Royal Institution of Chartered Surveyors shall appoint the surveyor.
- 1.7. **Order** means a final order, judgement or injunction or interdict from a Court of competent jurisdiction made in respect of the Insured Risks or the date on which the Insurer consents to a settlement in writing.
- 1.8. **Policy** means this contract of insurance.
- 1.9. **Policy Schedule** means that part of the Policy headed “Policy Schedule”.
- 1.10. **Public Records** means the deed registry, cadastral office, or those records in offices or registries maintained by authority of a governmental agency in which conveyances of title to land and mortgages and encumbrances on that title must be registered, recorded, inscribed or filed, either to establish their validity or to give notice to potential purchasers of the land of their existence.
- 1.11. **Settlement** means a settlement of a Third Party Claim entered into by the Insured and a third party claimant in respect of a Claim with the prior written approval of the Insurer.

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- 1.12. **Terms and Conditions** means that part of the Policy headed "Part 3 - Terms and Conditions".
- 1.13. **Terrorism** means an act, including for example the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- 1.14. **Action** means any action claim proceedings or other right capable of being pursued against any third party by the Insured or the Insurer in connection with the circumstances giving rise to a Claim.
- 1.15. **Adjoining Premises** means the entirely residential premises forming the remainder of the building and communal areas that the Property is situated in (including paths, car parks, drives and gardens) excluding the Property itself or where the Property forms the whole or part of a structure which shares one or more sides in common with an adjoining building.
- 1.16. **Adverse Entry** means a matter that would be disclosed by or any inaccuracy or omission in the Searches and which reduces the Market Value of the Property.
- 1.17. **Borrower** means the individual who is a UK national or a passport holder of any country in the EU, the Channel Islands, Switzerland, USA, Canada, Australia or New Zealand or a corporate entity incorporated in the UK, any country in the EU, the Channel Islands, Switzerland or the British Virgin Islands stated as the legal owner of the Property in the application for and the offer of the Mortgage to whom the Insured has advanced money which the Insured intends should be secured by a legal charge with the priority stated in the Policy Schedule.
- 1.18. **Claim(s)** means a claim by the Insured under this Policy relating to any matter covered or which the Insured believes to be covered by Part 1 – Insured Risks.
- 1.19. **Claims Guidelines** means the Claims Guidelines attached to but not forming part of this Policy and such other additional or replacement guidelines as maybe issued by the Insurer from time to time.
- 1.20. **Expenses** means amounts that are paid by the Insured:
- 1.20.1. to other Persons in order to pursue defend or settle an Action after the related Claim has been accepted by the Insurer, provided that these amounts are approved by the Insurer in writing; and
 - 1.20.2. for claims under Clause 21 of Part 1 – Insured Risks by the Insured to External Solicitors and/or (where applicable) to the Land Registry in order to affect the following transfers relating to the Mortgage where required as a result of the Insured Title Defects:
 - 1.20.2.1. transfer of the beneficial interest in a Mortgage to the Insured from a Person to whom that beneficial interest was previously transferred by the Insured as part of a securitisation; and
 - 1.20.2.2. transfer of the legal ownership of the Mortgage to the Insured from a Person to whom legal ownership was previously transferred by the Insured as part of a whole loan sale and the registration of that transfer on the Title to the Property at the Land Registry

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in each case these amounts do not include in-house costs or expenses incurred by the Insured including any payment to any subsidiary associated or otherwise connected entity of the Insured whether incorporated or otherwise.

- 1.21. **External Conveyancer** means a firm of solicitors or Licensed Conveyancers having two or more partners or if the firm is a Limited Liability Partnership having two or more officers or if the firm is a limited liability company having two or more directors who acts for the Insured in connection with the Insured's Mortgage of the Property. This definition does not include solicitors' legal executives' para-legal(s) conveyancers locums or other such individuals employed by the Insured.
- 1.22. **Good and Marketable Title** means Title to the Property being free of any restrictions covenants easements charges or encumbrances or other adverse matters which at the Policy Date might reasonably be expected to reduce the value of the Property or its future marketability.
- 1.23. **Insured Losses** means the outstanding principal balance of the Loan excluding Interest. The outstanding principal balance of the Loan for this purpose will include all amounts the Insured added to the Loan prior to the Policy Date in accordance with its entitlement under the terms of the Mortgage provided that the aggregate Insured Losses shall not exceed the open market value of the Property at the time the Loan monies were advanced such open market value not to take into account the existence at that date of the Insured Title Defect.
- 1.24. **Insured Title Defect(s)** means defects in the Title and any charges encumbrances adverse claims or other such matters affecting the Property:
 - 1.24.1. that would fall within the Part 1 - Insured Risks of this Policy; and
 - 1.24.2. which do not fall within the exclusions part of this Policythat have been notified during the Period of Insurance by the Insured in accordance with Clauses 7.1 and 7.2 of Part 3 – Terms and Conditions and to the extent these have been accepted by the Insurer under this Policy.
- 1.25. **Internal Conveyancers** means Solicitors legal executives' para-legal conveyancers lawyers locums, or other such individuals employed or individually retained by the Insured (whether directly or through an agency).
- 1.26. **Interest** means any interest which has accrued under the Mortgage but which remains unpaid from the effective date of the Mortgage to the date of payment by the Insurer of the sums referred to in Clauses 7.11.3 and clause 7.11.4 of Part 3 – Terms and Conditions.
- 1.27. **Limit of Indemnity** means the amount stated in the Policy Schedule as may be reduced in accordance with Clause 7.11.9 of Part 3 – Terms and Conditions. This is the total amount of money that the Insured is insured for under this Policy and the maximum amount (excluding Interest and Expenses) that the Insurer may pay for a Claim.
- 1.28. **Loan** means the loan made by the Insured to the Borrower and secured by the Mortgage as shown in the Policy Schedule.
- 1.29. **Mortgage** means the security for the Loan intended to be secured by way of legal charge over the Property specified in the Policy Schedule.

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- 1.30. **Notification** means a notice to the Insurer by the Insured under this Policy relating to any matter covered or which the Insured believe to be covered by Part 1 – Insured Risks that may result in a Claim.
- 1.31. **Our Remedy Period** means the period of six months from the date the Insurer confirms in writing that it has accepted the Claim PROVIDED that the Insurer may extend this period by giving notice to the Insured in the event of any unreasonable delays by the Insured during this six-month period.
- 1.32. **Period of Insurance** means the period from the Policy Date to the cancellation or other termination of this Policy.
- 1.33. **Person** means any person firm company association partnership limited liability partnership government state or agency of a state.
- 1.34. **Policy Date** means the date stated as such in the Policy Schedule being the date for the start of this Policy.
- 1.35. **Premium** means the premium required to be paid by the Insured and specified in the Policy Schedule.
- 1.36. **Property** means the land and buildings situated at the address shown against "Property" in the Policy Schedule used as a Residential Dwellinghouse.
- 1.37. **Residential Dwellinghouse** means any house or flat that is used for solely residential purposes or for mixed residential and commercial purposes where the part used for commercial purposes is not more than 20% of the floor area.
- 1.38. **Searches** means any one or more of the following searches in respect of the Property:
- 1.38.1. Local Land Charges Search being a standard form search of the local land charges register of the Local Authority;
 - 1.38.2. Part I Enquiries of Local Authority being a standard form request for replies to Enquiries of Part I of Enquiries to Local Authority Con29 (1994) (REVISED APRIL 2000) as the same may be amended from time to time;
 - 1.38.3. Part II Optional Enquiries of Local Authority being a standard form request for replies to Optional Enquiries of Part II of Enquiries to Local Authority Con29 (1994) (REVISED APRIL 2000) as the same may be amended from time to time;
 - 1.38.4. Additional Enquiries being such specific additional written enquiries raised of the Local Authority in which the Property is situated which are not covered by any of the three immediately preceding searches;
 - 1.38.5. Drainage Search being a standard form search of the appropriate body supplying water and drainage services to the Property;
 - 1.38.6. Mining Search being a search made to the relevant statutory body concerning the Property and relating to coal metals brine clay limestone or other mineral extraction or mining activity;

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1.38.7. Commons Registration Search being a standard form search of the Registers of Common Land and Town and Village Greens;

1.38.8. Index Map Search being a standard form Land Registry search of entries pending against the Title;

1.38.9. Chancel search; and

1.38.10.all other similar searches relating to the Property that would have been carried out by a prudent solicitor acting for the Insured in connection with the granting of a mortgage in the location in which the Property is situated.

1.39. **Third Party Claim** means a written demand or any civil, legal or arbitral proceedings commenced by a third party against the Borrower and / or the Insured (as the case may be) in respect of any Insured Title Defect.

1.40. **Third Party Security Provider** means a third party being a member of the Borrower's immediate family (parent(s), grandparents(s) sibling(s) nephew(s) or niece(s)) or if the Borrower is a company a director of that company or another company that has common directors with the Borrower who has agreed with the Insured that their Property is to be the security for the Insured's Mortgage and who is stated in the application for and the offer of Mortgage as being the legal owner of the Property over which the Insured's charge will be secured.

1.41. **Title** means all rights (whether or not recorded in writing) and the legal documents by which a Person owns the Property.

1.42. **Underwriting Criteria** means the criteria set out in Clause 4 of Part 3 – Terms and Conditions must be complied with by the Insured as a pre-condition to the provision of cover under this Policy.

1.43. **Utilities** means Gas water sewerage and/or electricity required by the Property on the Policy Date.

In addition to these definitions:

- a. any reference to any legislation or legislative provision shall be construed as a reference to that legislation or provision as amended re-enacted or extended at the relevant time;
- b. any reference to the masculine gender shall include the feminine and neuter and vice versa; and
- c. any reference to the singular shall include the plural and vice versa

2. Exclusions

The Insurer will not defend the Insured and will not cover the Insured in respect of any Insured Losses:

- 2.1. arising from or contributed to by the Insured (or anyone authorised by the Insured) communicating with any party in respect of the Insured Risks or applying to a Court in respect of the Insured Risks, without the express written consent of the Insurer.
- 2.2. arising from any structural alteration, demolition, construction or change of use of the whole or any part of the Property.

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- 2.3. any Law restricting, regulating, prohibiting, or relating to environmental protection of the effect or violation of these Laws.
- 2.4. in connection with any governmental police power.
- 2.5. arising from compulsory purchase or acquisition, expropriation, nationalisation, resumption or similar rights conferred by law, unless notice of the exercise of the right is recorded, filed or registered in the Public Records at the Policy Date.
- 2.6. arising from defects, liens, charges, encumbrances, adverse claim, or other matters:
 - 2.6.1. created, suffered, assumed, or agreed to by the Insured;
 - 2.6.2. not known to the Insurer and not recorded in the Public Records at the Policy Date but known to the Insured and not disclosed in writing to the Insurer by the Insured prior to the date on which the Insured became covered by this Policy;
 - 2.6.3. resulting in no Insured Losses to the Insured;
 - 2.6.4. which would not have happened or been created had the title or any interest in the Mortgage been acquired for value in good faith by the Insured.
 - 2.6.5. attaching or created subsequent to the Policy Date.
- 2.7. arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- 2.8. caused by or arising from Terrorism, war, insurrection, riot, civil unrest, act of a public enemy, epidemic, quarantine restriction, governmental restriction of access to or use of the Property, nationalisation, acts of God.

3. Conditions

- 3.1. This Policy starts on the Policy Date and cover will continue until the earlier of the occurrence of one of the circumstances in Clause 3.2 below.
- 3.2. The Insurer's obligation to pay the Insured under this Policy for Insured Losses will terminate automatically on the earlier of one of the following events:
 - 3.2.1. The Borrower repays the Mortgage together with all interest and costs required by the Insured to be paid under the Mortgage.
 - 3.2.2. The Insured sells the Property under its power of sale in the Mortgage (unless this is after a Claim has been made and accepted by the Insurer and the Insurer has given consent in writing). The Insured must tell the Insurer within 30 days of this happening.
- 3.3. The Insurer's obligation is to pay the Insured the Insured Losses amounting to the Limit of Indemnity plus any Interest and Expenses. The Insurer will not be obliged to pay the Insured any further payments when the Insurer has paid the Insured the Limit of Indemnity

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- 3.4. Although the Insurer's obligation to pay the Insured under this Policy for Insured Losses will end in accordance with Clauses 3.1 and 3.2 above, all the other rights and obligations of the parties under this Policy will continue in full force and effect.
- 3.5. Where any Insured Losses covered under this Policy are also covered by another policy (or would be but for the existence of this Policy) the Insured must submit a claim under that insurance policy before claiming from the Insurer. The Insurer will only be liable to pay a rateable proportion of any Insured Losses.
- 3.6. The Insured shall not be entitled to abandon (i.e. hand over) the Property to the Insurer. The Insurer will not take ownership of, accept liability for, sell or dispose of any of the Insured's Property unless the Insurer agrees with the Insured in writing that the Insurer shall do so.
- 3.7. The existence of this Policy or any related information shall not be disclosed to any third party other than bona fide purchasers of the debt comprised within the Mortgage without the prior written consent of the Insurer.
- 3.8. In the event that any step, action or proceedings by any third party which are likely to give rise to a Claim are induced either wholly or in part by any act or omission of the Insured (other than such as has already occurred and is recorded in this Policy), it may impact the Insured's ability to make a Claim under this Policy.
- 3.9. If the Insurer agrees to cover or defend the Insured under this Policy in respect of any Claim it will immediately be subrogated to any rights contractual or otherwise which the Insured may have in connection with the Third Party Claim to which that Claim relates, regardless of whether or not actual payment has been made by the Insurer. If the Insurer asks, the Insured must transfer all of the Insured's rights and remedies against any person or property that might, in the Insurer's opinion, be necessary to perfect this right of subrogation.
- 3.10. The Insured shall provide information and assistance to the Insurer in relation to the defence of a Third Party Claim or conduct of any proceedings which the Insurer considers necessary or desirable to prevent or reduce loss or damage to the Insured or to obtain relief indemnity or contribution from any other party to which the Insurer is or may be entitled to by subrogated rights or otherwise.
- 3.11. In the event that any provision of the Policy is held to be invalid or unenforceable, such provision may be severed from and will not be taken to have affected the remaining provisions of the Policy.
- 3.12. If the Insurer grants the Insured any time or indulgence or if the Insurer fails to enforce any provision of the Policy or any of its rights under it, the Insurer will not be taken to have waived its right to enforce the provisions of the Policy or its rights under it.
- 3.13. No variation of or Endorsement to the Policy will be of any effect unless it is made in writing and is signed by the Insurer. Any variation or Endorsement to the Policy will be subject to the terms and conditions of the Policy and will not, unless specified by the Insurer in writing, modify the terms and conditions of the Policy or alter the Policy Date or increase the Limit of Indemnity.
- 3.14. The Property is to be used only for the Insured Use as Specified in the Policy Schedule.

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- 3.15. A person who is not an Insured has no right to rely upon or enforce any term of this Policy under third party rights in contract including pursuant to the Contracts (Rights of Third Parties) Act 1999 where applicable. No Insured may assign to any other person any right or cause of action in connection with the Policy, without the Insured's prior written consent.

4. Underwriting Criteria

In accordance with Clause 3.5 of Part 3 – Terms and Conditions, these are the steps that the Insured is required to complete before the Policy Date. These criteria can be carried out by the Insured or delegated to an External Conveyancer acting for the Insured. If they are carried out by the External Conveyancer the Insured must obtain written confirmation from the External Conveyancer confirming that he has carried out these title checks. If the Insured consents to the External Conveyancer delegating compliance with any of the criteria to a firm of solicitors acting for the Borrower such consent must stipulate that the External Conveyancer has carried out all necessary checks as recommended by the Solicitors Regulation Authority in order to ensure that any undertakings given by the Borrower's solicitor are valid and enforceable. In addition any such undertaking must be for the benefit of and enforceable by the Insured.

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A. Title Checks

1. Name Check

Check to be carried out	Tick to confirm
Remortgages - check that the name of the Borrower as shown on the Land Register or if unregistered on the title deeds of the Property is exactly the same as stated on the offer of the Loan.	
Purchases – check that the name of the seller of the Property is the exactly the same as shown on the Land Register or if unregistered on the title deeds of the Property.	

2. Address Check

Check to be carried out	Tick to confirm
Check that the address of the Property as shown on the Land Register or if unregistered on the title deeds of the Property is exactly the same as stated on the offer of the Loan.	

3. Register Check

Check to be carried out	Tick to confirm
Registered title.	
Obtain up to date official copies of the Land Register of the Property (NB if the Property comprises more than one title official copies of all titles must be obtained).	

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Check the title for any Charges, Cautions, Restrictions, Notices, Inhibitions or other matters registered against the title that will prevent registration of the Mortgage with the intended priority.	
If there are any Cautions, Restrictions, Notices, Inhibitions etc. ensure they will be satisfied or removed on or before completion of the Mortgage.	
For registered charges that are to remain ensure either: (a) Where required under the terms of the said registered charge (if any), the Insured has consent to registration of the charge as a second charge, or (b) The Insured has an executed deed of postponement	
Unregistered Title	
Check the title deeds to see whether there is a mortgage on the Property. If there is, ensure that the Insured is lending enough money to fully repay all mortgages.	
Carry out a search of the Land Registry to check if there is no caution against first registration of title or other matter registered in respect of the Property	
On completion the Insured will need to make an application to the Land Registry for first registration of title. The Insured must ensure that it has sufficient evidence of title to make this application.	

4. Land Registry/Land Charges Searches

Check to be carried out	Tick to Confirm
Registered title	

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Carry out a Land Registry Priority search	
Check search against official copies & confirm no new entries since the date of the official copies	
If there are new entries, ensure they will be satisfied and/or removed on or before completion of the Mortgage	
Unregistered title	
Carry out an official search of the Land Charges Register	
Check that the search does not disclose any entries which will prevent compulsory first registration of the Borrower's ownership and the Mortgage being registered with the intended priority on first registration.	

5. Bankruptcy or Insolvency Search

Check to be carried out	Tick to Confirm
Carry out a Land Charges bankruptcy search against the Borrower or an insolvency search if the Borrower is a company, which must be clear.	
If the Property is being purchased by the Borrower at less than full market value or is being gifted to the Borrower or the deposit for the purchase of the Property is being gifted to the Borrower carry out a Bankruptcy search against the seller or donee or the person who has gifted the deposit, which must be clear or if the seller or donee is a company carry out a full company search, which must be clear.	

6. Searches Against Corporate Borrowers

<p>In cases where the Borrower is a corporate entity in respect of every Mortgage obtain prior to completion of the Mortgage:</p> <p>A search against the company from Companies House which provides the following:</p> <p>The full name of the company</p> <p>The registered number</p> <p>The registered office in country of incorporation</p> <p>The business address</p> <p>Names of all directors (or equivalent)</p>	
<p>If the corporate Borrower's registered office is situated outside the UK but within the EU or in Switzerland, Channel Islands or the British Virgin Islands then the Insured or the External Conveyancer must be in possession of a full company search and an opinion from a solicitor in the jurisdiction of the Borrower confirming that the Borrower can validly enter into the Mortgage or a Certificate of Incumbency.</p>	

7. Gifted Deposit

<p>Where the Borrower has received money for the deposit to purchase the Property from a third party obtain a correctly executed waiver from the third party confirming that the gifted deposit is an unconditional and non-refundable gift and that the donor will have no rights or interest in the Property and that at the time of making the gift the donor is solvent</p>	
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8. Non-owning Occupiers

Check to be carried out	Tick to Confirm
Ask Borrower if there are any non-owning occupiers over the age of 17 living in the Property.	
Obtain a correctly executed waiver for each non –owning occupier in the form of a deed that postpones any and all interest that the occupier may have in the Property to the Insured’s interest in the Property.	

9. Buy to Let Mortgages

If the Loan is to be secured on a Property that is not occupied by the Borrower but is let to a tenant, it is not necessary for the tenancy agreement to be checked provided that:

Check to be carried out	Tick to confirm
The offer of Loan to the Borrower states that the tenancy must be an Assured Shorthold Tenancy,	
The annual rent under the tenancy agreement is less than £100,000	
If the annual rent is above £100,000 the offer of Loan to the Borrower must state that the tenancy agreement must be on the same terms as an Assured Shorthold tenancy.	

10. Signed Mortgage Deed

Check to be carried out	Tick to confirm
On completion check that the Insured has a correctly executed Mortgage Deed. Check the signature against the signature on the checked ID where this has been obtained.	

11. Registration

Check to be carried out	Tick to confirm
Submit the correct application to register the Mortgage at the Land Registry within the priority period on the search. If the Borrower is a company first register the Mortgage with Companies House within the required registration period.	
If the priority period will expire before you must submit the application to the Land Registry renew the search prior to expiry.	

B. Identity Verification

Our preferred method of ID verification is electronic (EID) but where this is not possible the Insured can verify ID by documents, or the Insured can use a combination of both in order to provide sufficient evidence. The purpose of ID verification is for the Insured to have sufficient evidence to satisfy itself that the person who the Insured has identified as the Borrower is the person he claims to be. In respect of corporate Borrowers evidence of identity must be obtained by the Insured in respect of all individuals who are authorized to execute the Mortgage.

Please note that in this section all references to the Borrower also apply to a director of a limited company who executes the Mortgage deed.

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1. EID verification

- a. The Insured must use a search provider who is registered with the Information Commissioner's Office to store personal data
- b. The Insured's search must compare the current and previous circumstances and information about the Borrower at least over the last three years.
- c. The Insured's search must be a full transparent and understandable record of the identity checks undertaken the results of each search and what the checks mean in terms of how much certainty they give as to the identity of the Borrower.
- d. The Insured's EID search must be a pass.

2. Databases to be searched

Database	Comments	Tick to confirm
Electoral roll		
CIFAS or SIRA fraud database		
Halo deceased database		
Court & Insolvency databases		
Senior political figures		
HM Treasury sanctions		

3. Paper Based ID verification

The Insured must obtain the full name, current address and date of birth of the Borrower and satisfactory evidence that confirms the identity of the Borrower and that the Borrower is the owner of the Property by obtaining:

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A. One piece of evidence verifying the full name and either current address or date of birth of the **Borrower** from the following list:

Primary Document to be obtained in all cases	Comments	Tick to confirm
Valid UK passport or valid passport of approved jurisdiction as per definition of Borrower		
If the Borrower does not have a passport a valid photocard UK driving licence		
If the Borrower does not have either of the above, please obtain and official document issued by a UK Government department not more than 6 months old.		

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B. An additional piece of evidence verifying the full name and current address of the Borrower and from the following list:

Secondary document to be obtained in addition to the above:	Comments	Tick to confirm
Council tax demand or statement	Not more than 12 months old.	
Annual Mortgage statement	Not more than 12 months old.	
A hard copy or online bank statement or credit card statement from UK regulated firm	Not more than 3 months old. Must be the most recent and less than 3 months old.	
Utility bill		
Photocard driving licence	Must not have been used as primary document.	

4. Certification of copies

If the Insured obtain copies of the documents above The Insured must ensure that the original has been verified by and the copy is certified as a true copy of the original by one of the following:

- a. An individual who is an Approved Person as defined in the FCA Handbook; or
- b. an individual employed by an FCA regulated firm who is competent to effectively certify ID documents; or
- c. a solicitor who is registered with the SRA or a member of the Chartered Institution of Legal Executives who is registered with CILEX and who is employed by or is a partner or officer of a firm that has 2 or more partners and who has acted for the Insured before or has been checked and verified by an External Conveyancer acting for the Insured in connection with the Loan to the Borrower.

5. Contact with the borrower before completion

In addition to obtaining and verifying the Borrower’s ID (by either EID or paper-based verification) The Insured must carry out one of the following with all Borrowers prior to completion:

Check to be carried out	Tick to confirm
A meeting, face to face between the solicitor and the Borrower (during which the relevant ID provided is checked against the person met) or a telephone call made by the Insured to the Borrower at the phone number given on the application form. This must verify the identity information provided to the Insured and satisfy the Insured that the person to whom they are speaking is the Borrower. The call must be made by a suitably trained employee who is able to validate the answers and must follow a script that has been approved by the Insured. A written record of the telephone call must be kept. This check can also be satisfied by the Insured instructing agents to visit the Borrower at the Property or speaking to the Borrower by Skype and keeping a recording.	
The Insured must write to the Borrower at the Property address or in the case of a Loan to fund a purchase at the address that the Borrower has given to you and which you have verified as required above is the address at which the Borrower lives. The Borrower is required to acknowledge receipt of this letter.	
The Insured must require the first payment to be made from an account in the name of the Borrower that is held at a UK regulated credit institution.	
The Insured must require the Borrower to carry out internet sign-on prior to completion of the Mortgage following verification procedures where the Borrower uses security codes tokens and/or other passwords which have been set up during the opening of the Mortgage account and provided by post (or secure delivery) to the Borrower at an independently verified address.	

6. Record Retention

The Insured must retain the ID verification evidence for 5 years or the term of the Mortgage whichever is longer.

7. Further Steps

- a. The requirements set out in the clauses above are minimum steps and the Insured is required to do more than these minimum steps if there is a particular risk or suspicion that the Borrower is not the person he claims to be.

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- b. The onus will be on the Insured to demonstrate to the Insurer's satisfaction that all appropriate ID checks have been made as required by this Contract on or before completion of the Mortgage.

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5. Sanctions

The Insurer shall not be deemed to provide cover, and the Insurer shall not be liable to pay any claim or provide any benefit hereunder, to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

6. How to Claim

The Insured can submit Notifications and Claims by using the Coverholder's secure online Claims Tracking system. The Insured's unique Log in details can be obtained by contacting our claims team on 0207 929 7650 or by email or the Insured shall give written notice to the Insurer by telephone 0207 929 7650 or by email at claims@titlesolv.com or by post to Titlesolv, Claims Department, Cannon Green, 27 Bush Lane, London EC4R 0AA.

Email: claims@titlesolv.com

Such notice must be given as soon as practicably possible after the Insured receives information in respect of a matter for which there may be liability under this Policy, including for example any information pertaining to a Claim or Order, with full particulars thereof and will pass all court documents and/or other communications to the Insurer as soon as possible after receipt.

If the Insured does not comply with the above conditions it may impact its ability to make a claim under this Policy. No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the prior written consent of the Insurer.

- 6.1. The Insured must submit a Notification to the Insurer about any matter which may lead to a loss liability or Claim under this Policy within 45 days of it first coming to the Insured's attention;
- 6.2. The Insured must submit the Claim with all necessary supporting documents in accordance with Clause 6.3 below within 90 days after the Insured has submitted a Notification to the Insurer;
- 6.3. The Insured must provide the Insurer when making a claim with the following:
 - 6.3.1. the file maintained by the External Conveyancer who acted for the Insured in connection with the completion of the Mortgage
 - 6.3.2. the Insured's file relating to the completion of the Mortgage
 - 6.3.3. any other information or documentation specified in the Claims Guidelines or otherwise as may be requested by the Insurer.
- 6.4. If the Insurer asks the Insured to help it in making, defending or settling an Action for any matter covered by this Policy then the Insured must at its own expense provide the Insurer with copies of all documents, accounts, records and other things the Insurer asks for and the Insured must do anything the Insurer asks it to do in connection with the making, defending or settling of an Action or any negotiations in connection with an Action. If the Insurer asks the Insured must also ask the External Conveyancer or intermediary or surveyor or anyone else to provide the Insurer with information and assistance

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- 6.5. The Insurer will not be precluded from using anything disclosed by the Insured for the purposes of defending or pursuing any Action or recovery by or against the Insured or any third party
- 6.6. The Insurer may take over and conduct in the name of the Insured the defence or settlement of any Action or prosecute in the Insured's name for the Insurer's own benefit any Action for any matter covered by this Policy. The Insurer may do this regardless of whether the Insurer has made any payment to the Insured under this Policy and the Insurer will have full discretion in the conduct of any such Action.
- 6.7. The Insured must take all reasonable care to prevent any matters occurring which might give rise to a Claim and if a Claim is made then the Insured must not do or fail to do anything which will increase the amount of the Claim.
- 6.8. If requested by the Insurer at any time after Notification of a Claim the Insured will transfer or assign to the Insurer its rights under the Mortgage
- 6.9. Although the Insurer may notify the Insured that it has accepted a Claim, the Insurer reserves the right subsequently to reject a Claim where information is received which suggests that the Claim is not covered by this Policy
- 6.10. What the Insured MUST NOT do:
 - 6.10.1. If any Person makes a claim against the Insured that the Insured thinks is covered by this Policy the Insured must not make any admissions or pay any money to the Person making the claim. The Insured must not spend any money in connection with that claim before notifying the Insurer in accordance with Clauses 3.1 and 3.2 of Part 3 – Terms and Conditions as the Insurer will not pay for this
- 6.11. Payments the Insurer will make under this Policy and Limit of Indemnity:
 - 6.11.1. When the Insurer has accepted the Insured's Claim under this Policy the Insurer will try to remedy the Insured Title Defect within Our Remedy Period. If the Insurer does so it will have no liability to make any payment to the Insured under this Policy in relation to that Insured Title Defect. The Insurer may at its discretion and at its own cost make settlement with parties other than the Insured and may take any other action which the Insurer considers necessary to prevent or minimise its loss whether or not it is liable in the terms of this Policy and by so doing the Insurer will not be taken to have conceded any liability or waived any of the terms or conditions of this Policy.
 - 6.11.2. Once the Insurer has remedied the Insured Title Defect if appropriate the Insurer will apply to the Land Registry for any appropriate registrations or removals of entries and provided that the application for such registrations or removals has been lodged with the Land Registry within Our Remedy Period then the Insurer will have fulfilled the requirement of Clause 6.11.1 above.
 - 6.11.3. When the Insured makes a Claim under Clauses 16 or 17 of Part 1 – Insured Risks, the Insurer will deal with the Claim as follows:

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- 6.11.3.1. the Insurer will pay for the Borrower or the Insured to have a survey of the boundaries carried out provided that the Insurer approves the surveyor before the Borrower or the Insured instruct him.
- 6.11.3.2. If the survey concludes that the encroachment affects the Market Value of the Property by less than 2%, the Insurer will make a payment of £5,000 or at the Insurer's discretion, the Insurer will issue a legal indemnity policy issued by titlesolv.com to a purchaser of the Property from the Borrower or the Insured. When the Insurer has done this its liability under clauses 16 and 17 of Part 1 – Insured Risks will have been fully discharged and no further Claims under these clauses can be made.
- 6.11.3.3. If the survey concludes that there is a significant encroachment that affects the Market Value of the Property by more than 2%, the Insurer will deal with the Claim in accordance with Clause 6.11.4 below.
- 6.11.4. In the case of a Claim under the remaining clauses of Part 1 – Insured Risks (apart from a claim under Clause 24 of Part 1 – Insured Risks), if the Insurer is unable to remedy the Insured Title Defect within Our Remedy Period in accordance with clause 6.11.1 and provided that the Insured has complied with all its obligations under this Policy, the Insurer will pay to the Insured the following amounts:
 - 6.11.4.1. any Insured Losses subject to a maximum of the Limit of Indemnity;
 - 6.11.4.2. Interest; and
 - 6.11.4.3. any Expenses.
- 6.11.5. For Claims under clause 24 of Part 1 – Insured Risks, the Insurer will pay the lesser of the amount of the discount that the Insured is required to repay to in respect of the legal charge securing the Housing Act discount and any shortfall between the sale proceeds of the Property and the amount of the Loan. The calculation of the amount outstanding on the Loan will exclude Expenses (as defined in the Policy) penalty interest and internal administration fees and costs of sale added to the Loan. The calculation shall be adjusted to reflect any sale that has not taken place at full market value which results in loss. The Policy will not cover any loss incurred due to a falling property market.
- 6.11.6. Notwithstanding any other provision of this Policy, the Insurer will not pay:
 - 6.11.6.1. penalty interest;
 - 6.11.6.2. internal administration fees added to the Mortgage; or
 - 6.11.6.3. any amount under Clauses 6.11.3 and 6.11.4 above if the Insured has not given the Insurer all the information documentation and assistance the Insured is required to give under this Policy.
- 6.11.7. If the Insurer wishes the Insurer can continue to make, defend or settle any Action in the name of the Insured against any Person after the Insurer has paid a Claim to the Insured and the Insurer can conduct and settle those proceedings or negotiations in such manner

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as it thinks fit. If the Insurer chooses to do this, the Insurer can require the Insured to continue to help it in the same way as under Clause 6.4 above

- 6.11.8. After the Insurer has made a payment to the Insured under this Policy if the Insurer is able to recover any money from any third party, the Insurer can keep this money. The Insurer will repay to the Insured any amount received in excess of the sums incurred by it but only to the extent that the Insured is required to repay to the Borrower in order to comply with regulatory or statutory obligations. If the Insured receives from any other Person any payment in respect of the same matter the Insured must immediately pay to the Insurer the sum received from that other Person.
- 6.11.9. If the Insured does or fails to do anything which may adversely affect the right to recover any sum from any Person for any matter covered by this Policy the Insurer may deduct from any payment otherwise due to the Insured under this Policy the amount by which the value of the right is reduced or the Insurer may recover that amount from the Insured if the Insurer has previously made a payment in respect of that matter.
- 6.11.10. Any payments the Insurer makes to the Insured under this Policy will reduce the Limit of Indemnity by an equivalent amount.
- 6.11.11. If the Insured has another policy of insurance that provides cover for the Insured Title Defect the Insurer will require the Insured to make a claim under that policy before the Insured make a claim under this Policy.
- 6.11.12. If the terms of the Mortgage allow and the Insurer asks the Insured to do so, the Insured will add to the amount of the Loan all third party costs expenses and liabilities the Insurer incurs in connection with Claims and Actions. The Insured will reimburse the Insurer promptly from the redemption monies for the Loan or the proceeds of any sale of the Property those costs expenses and liabilities added to the Loan.
- 6.11.13. If the Insurer pays to the Insured the full Limit of Indemnity plus Interest and Expenses the Insured will take all steps necessary to protect the Insurer's rights arising in connection with this Policy including (but without limitation) to continue to service the Mortgage as if it still belonged to the Insured and account to the Insurer on a quarterly basis for all sums received.
- 6.11.14. If the Insured holds any sums for the Insurer's benefit under or in connection with this Policy then it will:
 - 6.11.14.1. hold these sums on trust for the Insurer; and
 - 6.11.14.2. pay those sums to the Insurer promptly on receipt of those sums by the Insured or by any other Person on its behalf.
- 6.11.15. This Policy does not cover further advances made after the Policy Date.
- 6.11.16. The extent of the Insurer's liability under this Policy is as stated herein and the Insurer shall not be liable to the Insured for any losses damages costs expenses or other liabilities incurred by the Insured in connection with a breach of this Policy or the Insurer's negligence.

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- 6.11.17. If the Insured makes a Claim that is in any way fraudulent or any information that the Insured or anyone acting on its behalf submits in support of the Claim is fraudulent all benefits under the Policy in respect of that Claim will be forfeited.
- 6.11.18. The interest of the Insured will not be prejudiced by any act omission or default of any other party unless such party acted on behalf of or with the consent of the Insured.
- 6.12. In the event of a Claim or any occurrence for which there may be liability under this Policy the Insurer may at its discretion and at its own cost pursue or defend any action at law or otherwise or make an application to a court of competent jurisdiction in default of which the Insurer will cover the Insured in the terms of the Contract of Insurance.
- 6.12.1. The Insurer shall have full discretion in the conduct of any proceedings and may cease any said action or application or defence at any time by:
- 6.12.1.1. paying to the Insured an amount up to the Limit of Indemnity (after deduction of any sum already paid under this Policy) or any lesser amount for which a Claim can be settled;
- 6.12.1.2. making a settlement out of court in the name of or on behalf of the Insured;
- 6.12.1.3. paying or otherwise settling with the Insured the amount of Insured Losses provided for under this Policy;
- whereupon the Insurer shall relinquish control of such Claim and shall be under no further liability to the Insured in connection therewith, except for costs and expenses.
- 6.13. Irrespective of the number of Claims made under this Policy, the total liability of the Insurer excluding Legal Expenses shall not exceed in the aggregate the Limit of Indemnity.
- 6.14. The Insured must at the expense of the Insurer do and concur in doing and permit to be done all things reasonably practicable to minimise Insured Losses to the Insurer.

7. Fraud

If the Insured, or anyone acting for the Insured, makes a fraudulent Claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device (by the Insured), the Insurer:

- (a) will not be liable to pay the Claim; and
- (b) may recover from the Insured any sums paid by the Insurer to the Insured in respect of the Claim; and
- (c) may by notice to the Insured treat this Policy as having been terminated with effect from the time of the fraudulent act.

If the Insurer exercises its right under (c) above:

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- (i) the Insurer shall not be liable to the Insured in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the Insurer's liability under this Policy (such as the occurrence of a loss, the making of a Claim, or the notification of a potential Claim); and
- (ii) the Insurer need not return any of the premium paid.

8. Non-Invalidation

The Insured's interest in this Policy shall not be prejudiced by any act omission or default of any other party unless such party acted on behalf of the Insured or with the knowledge and consent of the Insured of if the Insured was aware of the act omission or default but did not inform the Insurer.

9. Applicable Law

United Kingdom law allows both the Insured and Insurer to choose the law applicable to this Policy. This Policy will be subject to the relevant law of the United Kingdom, the Isle of Man, the Republic of Ireland or the Channel Islands relating to the Property address as shown in the Policy Schedule. If there is any dispute as to which law applies it shall be the law of the territory in which the Property is located. The parties agree to submit to the exclusive jurisdiction of the courts of the territory in which the Property is located.

10. Complaints Procedure

The Insurer is dedicated to providing the Insured with a high-quality service and the Insurer wants to ensure that it maintains this at all times.

If the Insured has any questions or concerns about this insurance or the handling of a Claim, please contact Titlesolv, Cannon Green, 27 Bush Lane, London, EC4R 0AA, United Kingdom, or by E-mail at enquiries@titlesolv.com.

In the event the Insured remains dissatisfied and wishes to make a complaint, the Insured may do so at any time by referring the matter to the

Complaints Department
XL Catlin Services SE
20 Gracechurch Street
London EC3V 0BG

E-mail: axaxlukcomplaints@axaxl.com

Telephone Number: +44 (0) 20 7742 8487

XL Catlin Services SE, acts on behalf of XL Catlin Insurance Company UK Limited in the administration of complaints.

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12. Fair Processing Notice

This Privacy Notice describes how XL Catlin Insurance Company UK Limited (together, “we”, or “us”) collect and use the personal information of insureds, claimants and other parties (“you”) when we are providing our insurance and reinsurance services.

The information provided to us and any other information obtained from you or from other parties about you in connection with this policy, will be used by us for the purposes of determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship we have with you. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by us for these purposes with group companies and third-party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal information. Because we operate as part of a global business, we may transfer your personal information outside the European Economic Area for these purposes.

You have certain rights regarding your personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of your personal information in a usable electronic format and to transmit it to a third party (right to portability).

If you have questions or concerns regarding the way in which your personal information has been used, please contact: legalcompliance@axaxl.com.

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have the right to make a complaint to the relevant Data Protection Authority.

For more information about how we process your personal information, please see our full privacy notice at: <https://axaxl.com/privacy-and-cookies>.

Brokers, Intermediaries, Partners, Employers and other Third Parties

If you provide us with information about someone else, we will process their personal information in line with the above. Please ensure you provide them with this notice and encourage them to read it as it describes how we collect, use, share and secure personal information when we provide our services as an insurance and reinsurance business.

Accessibility

Upon request the Coverholder can provide Braille, audio or large print versions of the Policy and the associated documentation. If the Insured requires an alternative format the Insured should contact its broker through whom this Policy was arranged.