



keyfacts about our services



HOME ASSISTANCE UK LIMITED

ADDRESS OF FIRM:

The Penthouse, Amberley Court, Crawley, West Sussex, RH11 7XL

1. The Financial Services Authority (FSA)

The FSA is the independent watchdog that regulates financial services. It requires us to give you this document. Use this information to decide if our services are right for you.

2. Whose products do we offer?

- We offer products from a range of insurers.
- We only offer products from a limited number of insurers.** (Ask us for a list of insurers we offer insurance from)
- We only offer products from a single insurer.

3. Which services will we provide you with?

- We will advise and make a recommendation for you after we have assessed your needs.
- You will not receive advice or a recommendation from us.** We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.

4. What will you have to pay us for our services?

- A fee.
- No fee.**

You will receive a quotation which will tell you about any other fees relating to any particular insurance policy.

5. Who regulates us?

Richards Gray is a trading style of Watervale Limited. Watervale Limited is an Appointed Representative of Home Assistance UK Limited. Home Assistance UK Limited is authorised and regulated by the Financial Services Authority. Home Assistance UK Limited's FSA Register number is 467197.

Home Assistance UK Limited's permitted business is arranging general insurance contracts.

You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on **0845 606 1234**.

6. What to do if you have a complaint

If you wish to register a complaint, please contact us:

... in writing Write to Michael Inns, Managing Director, Home Assistance UK Limited at The Penthouse, Amberley Court, Crawley, West Sussex, RH11 7XL.

... by phone Telephone 0844 880901.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

7. Are we covered by the Financial Services Compensation Scheme (FCSC)?

We are covered by the FCSC. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit.

Further information about compensation scheme arrangements is available from the FCSC.

For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

To the Policyholder/Intermediary

This document must be revealed to the ultimate insured (including any lender which may be insured by the policy) before conclusion of the insurance contract.

If you are a solicitor, you should disclose this document to your client and/or their lender and/or the purchaser's solicitors for the benefit of their client and/or their lender prior to the conclusion of the insurance contract. We assume that you are authorised by the Financial Services Authority (FSA) or otherwise licensed (where applicable) to provide insurance mediation activities.

If you are a broker, you should disclose this document in accordance with the FSA rules.

To the Insured

This document provides a summary of the cover provided under the policy purchased. It does not contain the full terms and conditions of the policy and you should therefore read this summary in conjunction with the full policy wording to ensure you are fully aware of the terms and conditions of the cover provided.

The Underwriter of this policy is:-

Stewart Title Limited ('STL') of Stewart House, Pynes Hill, Exeter, EX2 5AZ ('STL's address'). The Policyholder is Home Assistance UK Limited ('HA') of Millstream, Maidenhead Road, Windsor, Berkshire SL4 5BG

Summary of insurance and cover provided by this policy.

Residential Property

If you are a Buyer or a Potential Buyer (as defined by the policy) who has requested or in a Home Information Pack has been provided with a personal local search provided by Richards Gray ('RG') ('the Search') or if you are a lender to the Buyer or in a remortgage scenario this is an indemnity policy relating to the Search. In some circumstances RG will not have been able to obtain the answer to certain questions in Parts 1 and 2 CON 29 of the Search from the Local Authority and so has sought to arrange insurance for you against any possible adverse entry had the question been answered in the usual way. If an answer to the particular question has been given then the cover under the policy will not apply unless the answer given is incorrect due to the negligence of or an error by the Local Authority in question or by RG. The cover applies to those searches and properties notified to us by RG. We assume that the need to purchase this policy has resulted from advice provided to you by the professional legal conveyancing adviser who has applied for the Search from RG or because you have been provided with a Home Information Pack which has Personal Search's search in it . The policy has therefore been sought to protect you against losses that you may incur, as defined in the policy, as a result of any deficiency in the Search result attributable to the lack of an answer or an incorrect answer from the Local Authority or RG and thus a potential adverse entry for the property, as per the terms and conditions of the policy. If you are a Potential Buyer cover is for any sums you have expended in contemplation of buying the Property.

If you are selling the Property and have requisitioned the Search from RG you will have cover starting on the Completion Date where the Local Authority or RG has made an error in its reply by revealing a matter which should not have been revealed and which is the sole and direct cause of the Buyer renegotiating the Offer Price of the Property to the Sale Price and as a result of which renegotiation you suffered loss.

Commercial Property

If you are a Buyer (as defined by the policy) who has requested a personal local search provided by Richards Gray ('RG') ('the Search') or if you are a lender to the Buyer or in a remortgage scenario this is an indemnity policy relating to the Search. In some circumstances RG will not have been able to obtain the answer to certain questions in Part 1 CON 29 of the Search from the Local Authority and so has sought to arrange

insurance for you against any possible adverse entry had the question been answered in the usual way. If an answer to the particular question has been given then the cover under the policy will not apply unless the answer given is incorrect due to the negligence of or an error by the Local Authority in question or by RG. The cover applies to those searches and properties notified to us by RG. We assume that the need to purchase this policy has resulted from advice provided to you by the professional legal conveyancing adviser who has applied for the Search from RG. The policy has therefore been sought to protect you against losses that you may incur, as defined in the policy, as a result of any deficiency in the Search result attributable to the lack of a Part 1 CON 29 answer or any incorrect answer from the Local Authority or RG and thus a potential adverse entry for the property, as per the terms and conditions of the policy.

Significant features or benefits under this policy.

This policy is on an indemnity basis. The purpose of this type of policy is to protect you so that you are reimbursed with the financial loss you may incur which results in a claim under the policy and to ensure that you are placed back in the same position you enjoyed or should have enjoyed prior to the claim (subject to the terms and conditions of the policy). There is a Maximum Liability which we will pay and this is set out in the definition of that term.

Significant Conditions or Exclusions under this policy.

Significant conditions:-

- You must notify us immediately of any Adverse Entry which comes to your attention and co-operate fully with all reasonable requests by us for information and documentation and shall, at our expense, take any action required by STL to mitigate any loss or potential loss arising as a result of the Adverse Entry.
- The Policy covers only those Personal Searches which have been declared to us by HA together with the premium due.
- If you knowingly make a claim which is false or fraudulent in any respect the cover provided under this Policy shall become void with immediate effect.
- This Policy does not cover any loss which at the time of the loss is insured by any other policy of insurance other than any excess beyond the amount payable under such other policy.
- any act or omission by you, which in whole or part induces a claim under this policy, will prejudice your position and could void the policy
- you or your professional legal advisors should not take any steps to compromise or settle a claim without STL's prior written consent

Exclusions: -You are not insured:-

- for any Adverse Entry known to you at the date of cover or where you know the answer given is incorrect or
- in respect of any answer which is actually obtained in the Personal Search relating to questions in the Local Search covered by the policy unless the answer given is incorrect because the Local Authority or RG has made an error or is negligent and it is later found that the correct answer would have been adverse
- where, had the question been answered at the date of the search, there would have been no adverse entry.
- Where you have suffered no loss.
- If you are the Borrower in a remortgage scenario as the cover is for the lender only.
- In respect of commercial property any lack of answer to a Part 2 CON 29 question.

A full list of Conditions and Exclusions is contained in the policy.

What is the Policy term?

There is no fixed term – usually the policy will expire upon your ceasing to be the owner of the property or if you are lending under the terms of a mortgage over the Property the date on which your loan is repaid or the Property ceases to be subject to your mortgage.

Updating the cover.

STL can consider requests to increase or extend cover. STL will not however provide advice thereon or recommend how you should proceed. You will need to make your own choice about how to proceed and we recommend that this is done with guidance from your professional legal conveyancing advisor and the Policyholder .

Rights of cancellation.

You have a right to cancel your policy within 14 days of the commencement of the contract or receipt of the policy whichever is later. Where performance of the contract has commenced at your request before expiry of the cancellation period we may require you to pay for the cover actually provided in connection with the policy. The amount will be in proportion to the extent of the cover already provided to you in comparison with the full coverage of the contract.

Claims under this policy

If you wish to notify a claim under this policy, please contact us in writing immediately you become aware of the claim with as much detail as is available for the attention of the Company Solicitor at STL's address.

What if you have a complaint?

If you wish to register a complaint, please contact us by writing to 'The Company Solicitor' at STL's address or, if you are not satisfied with the response, to the Financial Ombudsman Service whose current address is in the Policy.

The Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This will depend on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS currently contactable at 7th Floor Lloyds Chambers, Portsoken Street, London E1 8BN.



PERSONAL LOCAL SEARCH INDEMNITY POLICY

Insurer: Stewart Title Limited, Stewart House, Pynes Hill, Exeter EX2 5AZ
Policy Number: LSVP/0511/17036
Policy Date: 1st August 2007

DEFINITIONS:

In this Policy, the words and phrases listed below shall have the following meanings:-

- Adverse Entry:** Any matter which could have been disclosed in forms LLC1 and CON 29 Parts 1 and 2 (Law Society Copyright 2002 Edition as amended by the Law Society from time to time) which is in existence on or before the Effective Date and which adversely affects the value of the Property but which matter was not disclosed
(a) by the Local Authority to the Organisation carrying out the Personal Search due to:- (i) the failure of the Local Authority to provide answers to the questions raised in the Personal Search either because of its failure to make the relevant registers available to the Organisation or a failure to supply relevant information because of its negligence or an error on its part or (ii) an incorrect reply being given to the Organisation by the Local Authority either because of its negligence or an error on its part and therefore was not disclosed in the Personal Search; or
(b) in the Personal Search to the Insured or anyone acting on behalf of the insured due to an error or omission on the part of the Organisation.
- Bordereau:** The form prescribed by the Company (as amended from time to time) completed by the Policyholder containing details of the transaction covered.
- Buyer or Potential Buyer:** The Buyer is the person(s), corporate or incorporate body, named as Buyer in the exchanged contract for the purchase of the Property on whose behalf a Personal Search has been undertaken who relies upon a Personal Search carried out on behalf of the Seller of the Property by the Organisation. A Potential Buyer is one who relies upon a Personal Search carried out on behalf of the Seller of the Property by the Organisation in contemplation of buying the property.
- Company:** Stewart Title Limited whose registered office is at Stewart House, Pynes Hill, Exeter EX2 5AZ Registered in England No: 2770166.
- Deficit:** The amount by which the Lender's proceeds from sale are insufficient to discharge the outstanding balance under the Mortgage Advance as at the date of the sale of the Property inclusive of capital, interest and all costs and expenses properly incurred under the mortgage.
- Effective Date:** For a purchase, the date of the Personal Search. For a remortgage the date of completion of the remortgage.
- Insured:** For a purchase the Seller referred to in the Endorsement, the Buyer and the Buyer's Lender, for a remortgage the Lender only.
- Lender:** The Lender under any deed of mortgage or legal charge made between a Buyer in a purchase or in a remortgage a borrower and the Lender by which a mortgage advance is secured on the Property.
- Local Authority** The statutory authority or authorities responsible for maintaining the registers forming the subject matter of the Personal Search.
- Market Value:** The average of the estimates from two independent Valuers of the open market value (as defined from time to time in the guidelines issued by the Royal Institute of Chartered Surveyors) as at the date that the Company is notified of an Adverse Entry or the date of the sale of the Property by the Insured whichever is the earlier.
- Maximum Liability:**
- (i) Where the transaction is a purchase the purchase price, or
 - (ii) Where the transaction is a remortgage the mortgage advance, or
 - (iii) The liability limit requested by the Insured or its advisors or agents

(iv) £2,000,000.00 whichever is the lesser

Knowledge: Actual knowledge not imputed by statute.

Organisation: A personal search agency which is a member of and is compliant with the codes laid down by The Council of Property Search Organisations and/or The Association of Independent Personal Search Agents and/or the Property Code Compliance Board and/or has been approved by the Company.

Property: A private residential dwelling house situated in England or Wales the address of which is stated in the Bordereau.

Personal Search: A search requested by or on behalf of the Insured in the course of a specific purchase or mortgage or remortgage transaction in response to which the Organisation has undertaken the search and reported the same to the Insured or whoever has requested the search on the Insured's behalf.

COVER:

Where the Insured or Policyholder notifies the Company of an Adverse Entry and, in the case of a Buyer suffers a loss as detailed below and in the case of a Lender the Lender suffers a Deficit following the sale of the Property

the Company will indemnify:

- (i) The Buyer against a loss being
 - a. The difference between the Market Value of the Property without the Adverse Entry and the Market Value of the Property with the Adverse Entry;
 - b. The amount of any financial charge (s) registered as an Adverse Entry against the Property at the Effective Date;
 - c. Damages, costs and expenses which the Insured may sustain or incur in altering, demolishing and/or reinstating part of the Property ('the Works') in so far as the works are required by the Local Authority following successful enforcement action by it in connection with the Adverse Entry;
 - d. Any costs which the Company requires the Insured to expend in mitigating the effect of the Adverse Entry

Where more than one person is included in the definition of Buyer the Company will indemnify the survivor(s) of them and the Personal Representatives of the Buyer subject to the Buyer's previous compliance and to their compliance with the Conditions of this Policy so far as they can apply.

- (ii) The Lender against the lesser of
 - a. The Deficit
 - b. That part of the Deficit which results directly from the difference between the Market Value of the Property without the Adverse Entry and the Market Value with the Adverse Entry

Provided always in either (i) or (ii) above that the liability of the Company shall not exceed the Maximum Liability and provided further that where, in a purchase scenario both the Buyer and the Lender are the Insured payment to one party shall extinguish the liability of the Company under this Policy to the other.

EXCLUSIONS:

The Company shall be not liable to indemnify the Insured:

- a. In respect of any matter of which the Insured or his legal representative had Knowledge as at the Effective Date or
- b. In respect of any Adverse Entry which is actually revealed by the Personal Search relating to questions referred to therein or
- c. Any Adverse Entry which arises after the Effective Date or
- d. Any matter which would not have been revealed by a Personal Search or in any answers to the questions raised in an LLC1 or CON 29 Parts 1 and 2.
- e. Where the cover is in respect of a remortgage the cover provided by this policy will be for the Lender only.

WARRANTIES:

It is warranted by the Organisation that it has supplied a Personal Search in response to a request therefore and that it has supplied a copy of the Policy to those insured or their legal representatives requesting the same.

CONDITIONS:

1. The Insured, the Organisation or Policyholder shall notify the Company as soon as reasonably practicable of any Adverse Entry which comes to its attention and shall co-operate fully with all reasonable requests of the Company for information and documentation and shall, at the expense of the Company, take any action required by the Company to mitigate any loss or potential loss arising as a result of the Adverse Entry.
2. The Company shall be entitled following reasonable notice in writing to inspect the files and records of the Organisation or the Policyholder relating to this Policy and the Policyholder shall afford to the Company all reasonable assistance in this respect.
3. It is a condition precedent to any liability of the Company to make payment under the Policy that the Organisation, the Policyholder and Insured have observed the warranties and conditions of the Policy as they apply to them and that statements, answers and information supplied in or in connection with the cover provided by this Policy are true.
4. The Policy covers only those Personal Searches which have been declared to the Company in the Bordereau and sent to the Company within 14 days after the end of the calendar month in which the Effective Date falls together with the premium due.
5. If the Insured knowingly makes a claim which is false or fraudulent in any respect the cover provided under this Policy in respect of the Property which is the subject of the claim shall become void with immediate effect.
6. This Policy does not cover any loss which at the time of the loss is insured by any other policy of insurance other than any excess beyond the amount payable under such other policy.
7. Either party may terminate the Policy by giving to the other three calendar months notice in writing. All cover effected up to the date of termination will continue in full force and effect.

SUBROGATION UPON PAYMENT OR SETTLEMENT:

1. Subject to Clause 2. below whenever the Company shall have settled or paid a claim under this Policy, all rights of subrogation shall vest in the Company unaffected by any act of the Insured. The Company shall be subrogated to and be entitled to all rights and remedies that the Insured would have had against any person or property in respect of the claim had this Policy not been issued. The Insured shall, as soon as reasonably practicable after being requested in writing by the Company to do so, permit the Company to institute in the Insured's name any litigation required by the Company against any person firm or company including without limitation the institution of any appeal against any order made in such litigation.
2. In the event that a claim is settled by the Company, the Company shall waive all rights of subrogation it may have against the Insured. However, nothing in this clause shall prevent the Company making a claim against the Insured where:-
 - a. The Insured has acted fraudulently
 - b. The Insured is in breach of his warranties contained in this Policy

COMPLAINTS PROCEDURE:

Any enquiry or complaint you may have regarding this insurance may be addressed to:-

**Stewart Title Limited
Stewart House, Pynes Hill
Exeter
EX2 5AZ
Telephone: 01392 680680**

If you are still dissatisfied with the way in which a complaint has been dealt with, you may contact the Insurance Ombudsman Bureau for assistance who address is:-

**Insurance Ombudsman Bureau
City Gate One
135 Park Lane
London
SE1 9EA**

MEMORANDUM OF ENDORSEMENT
Seller Cover

Definitions

The Definitions referred to below shall be read as being in addition to those given or where repeated for the purpose of the cover provided to the seller under this Policy as an alternative to those in the Policy

Seller:

The Seller of the property who has requested and paid for the Personal Search in order to enable the sale of the Property to the Buyer;

Buyer:

The person(s), corporate or incorporate body, named as Buyer in the exchanged contract for the purchase of the Property on whose behalf a Personal Search has been undertaken or who relies upon a Personal Search carried out on behalf of the seller of the Property by the Organisation and who has subsequently purchased the Property following receipt of the Personal Search.

Completion Date:

The date upon which the sale of the Property to the Buyer completed

Offer Price:

The lower of (i) the price agreed between the Seller and the Buyer for the sale of the Property prior to the Completion Date (ii) the highest valuation of the Property obtained by the Seller from an estate agent prior to marketing the property with the estate agent.

Sale Price:

The price actually paid by the Buyer to the Seller for the Property on the Completion Date as detailed in the exchanged contract.

Seller Cover

The cover under this Policy will be extended to provide the additional cover referred to below namely that:-

The Seller shall have cover starting on the Completion Date for all losses which are a direct consequence of the Local Authority or the Organisation making an error in their reply by revealing a matter which should not have been revealed ('the Error') and which is the sole and direct cause of the Buyer renegotiating the Offer Price of the Property to the Sale Price and as a result of which renegotiation the Seller has suffered loss.

Exclusions

The Company shall be not liable to indemnify the Seller in respect of:

- (i) any Error not disclosed in the Personal Search
- (ii) any matter of which the Seller or his legal representative had Knowledge as at the date that contracts are exchanged with the Buyer for the purchase of the Property.
- (iii) any Adverse Entry which arises after the Effective Date
- (iv) The cover for the Seller shall not apply where the transaction is a remortgage

Conditions

All Conditions referred to in the Policy shall apply

MEMORANDUM OF ENDORSEMENT
Commercial Property Cover

With effect from 15th October 2007 : The definition of 'Property' will read as follows 'A private residential dwellinghouse or commercial property situated in England or Wales the address of which is stated in the Bordereau.'

Where cover applies under this policy to any commercial property the following definitions will apply and replace those referred to in the Policy:-

'Adverse Entry' Any matter which could have been disclosed in forms LLC1 and CON 29 Part 1 only (Law Society Copyright 2002 Edition as amended by the Law Society from time to time) which is in existence on or before the Effective Date and which adversely affects the value of the Property but which matter was not disclosed by the Local Authority to the Organisation carrying out the Personal Search due to the failure of the Local Authority to provide answers to the questions raised in the Personal Search because of its failure to make the relevant registers available to the Organisation or

Any matter which could have been disclosed in forms LLC1 and CON 29 Parts 1 and 2 (Law Society Copyright 2002 Edition as amended by the Law Society from time to time) which is in existence on or before the Effective Date and which adversely affects the value of the Property but which matter was not disclosed

(a) due to a failure to supply relevant information by the Local Authority to the Organisation carrying out the Personal Search due to (i) its negligence or an error on its part; or

(ii) an incorrect reply being given to the Organisation by the Local Authority either because of its negligence or an error on its part; or

(b) in the Personal Search to the Insured or anyone acting on behalf of the Insured due to an error or omission on the part of the Organisation.'

'Buyer' The Buyer is the person(s), corporate or incorporate body, named as Buyer in the exchanged contract for the purchase of the Property on whose behalf a Personal Search has been undertaken who relies upon the Personal Search carried out on his/its behalf by the Organisation.'

'Insured' In a purchase scenario the Buyer and the Buyer's Lender. In a remortgage scenario the Lender only.'

All other terms and conditions of the Policy shall remain the same and the Policy will henceforth be read and construed accordingly.