

TITLE INSURANCE: “All Risks” LEGAL INDEMNITY FOR PROPERTIES.

Information about 18 possible risks

Insured Events

Fraud

1. Any act of fraud, forgery, incompetency, duress, incapacity or impersonation by a third party that results in one of the below Insured Events.

Searches & Enquiries

2. Any adverse matter affecting the Property that was not revealed in the usual and necessary searches and enquiries appropriate to the Property, taking into account its locality and other features (whether official or personal searches), either because the search was not made, its contents were inaccurate or the adverse matter was not noticed by your Conveyancer or the person who carried out the search.

General Ownership Coverage

3. The person transferring the Property to you is not the owner or registered proprietor. In addition, if that person or entity is one of the following, you are insured that they have the legal capacity to transfer the Property to you:
 - a. a personal representative of the registered proprietor; or
 - b. an institutional mortgagee exercising its power of sale; or
 - c. a receiver, trustee-in-bankruptcy or liquidator; or
 - d. a developer or builder selling a property acquired under a part-exchange scheme; or
4. The title to the Property is not Good and Marketable and includes restrictions, covenants, easements, charges or encumbrances which, at Policy Commencement Date, adversely affect the Property.
5. There is an existing mortgage, charge or encumbrance registered against the Property.
6. The title to the property is defective due to a previous document not being properly registered, signed, completed and/or executed.
7. A third party claims a better legal ownership than you to the Property.
8. There are material restrictions on the use or occupation of the Property as a private residence, which you do not comply with (for instance it is designated as sheltered or retirement housing or reserved for first-time buyers).
9. Your Property has been built, altered and/or is currently used in a way that is not compliant with any restrictive covenants or other legal obligations, (to do or not to do something with the Property) which might be registered against it at the Land Registry.

Planning Issues

10. Your Property, (including subsequent alterations to it), does not have the correct planning consents (including listed building consent) and/or building regulation approval for its construction and use as a residence.
11. Before the Policy Commencement Date, a local authority has started a compulsory purchase process that affects your Property.

Powers of Attorney

12. You are insured if the person, who sold to you, or a previous owner, used a power of attorney to transfer the Property and that document is shown to be legally defective or the person giving the power of attorney did not have the mental capacity to give it or had revoked it before completion.

Energy Technologies Installed on the Property

13. If the Property benefits from energy technologies installed on the roof, you are insured that the lease of the roof space for the solar panels does not violate any restrictive covenant or other legal obligation and that all necessary consents to register that lease were in place at the time they were installed.

Boundaries

14. You are insured for disputes with neighbours about the position of boundary structures and encroachment of each other's buildings on to the neighbour's land. Under this Insured Event 14, if your Claim is regarding the position of a boundary structure, please see Policy Condition 4 on how we will resolve this claim and the maximum limit of our liability to you will be €5,000.

Vacant Possession

15. You are insured if the person who transferred the Property to you refuses to vacate it at completion. You are not insured for this Insured Event if the Property is let to a tenant or tenants at completion.

Easements

16. The Property does not have adequate Easements to legally use the existing access, for vehicles and/or on foot, services, drainage and/or water supply.
17. A third party has an Easement or right of way that affects your use of the Property.

Rights of Pre-emption and Restriction on Resale

18. A third party claims an interest in the Property because there are rights of pre-emption, restrictions on resale, options or similar arrangements in existence at completion which affect your Property. This Insured Event does not protect you if you know or are associated with the person who agreed to these above arrangements.