



Chancel Repair Indemnity Policy No Search Required

Policy Schedule

Policy Number:	CCEXample/Policy
Insured:	Mr Fred Example Mrs Wimla Example
Property Type:	RESIDENTIAL
Property Address:	Flat 1 999 Example Street Example Green Exampleton EX99 9EX
Having grounds not exceeding:	5 acres
Commencement Date:	27 March 2009
Premium:	£60.00 (inclusive of IPT @ 5%)
Limit of Indemnity:	£100,000 in the aggregate in respect of all claims made during the Period of Insurance.
Period of Insurance:	From Commencement Date in perpetuity

This Schedule should be read in conjunction with the attached Chancel Repair Indemnity Policy and Key Facts, please keep these documents in a safe place.

keyfacts[®]

about our insurance services

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 are only offering you the Chancel No Search Required (CNSR)/Chancel Repair Indemnity Policy underwritten by Enterprise Insurance Company Plc, R22-R24 Ragged Staff Wharf, Queensway Quay, Gibraltar

Statement of Demands and Needs

The CNSR policy meets the demands and needs of a person/s requiring cover on their residential or commercial property to protect against financial loss resulting in a Chancel Repair Liability.

3. Which service will we provide you with?

You will not receive advice or a recommendation from us for CNSR Policy. You will need to make your own choice about how to proceed and that this policy meets your requirements.

IT IS IMPORTANT THAT YOU HAVE READ AND UNDERSTOOD THE EXAMPLE POLICY TERMS AND CONDITIONS INCLUDING WHAT'S NOT COVERED TOGETHER WITH THESE KEY FACTS BEFORE YOU APPLY FOR COVER.

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

No separate fee is payable to us for the CNSR Policy.

You will need to pay the premium for the cover you have selected.

5. Who regulates us?

Searchesonline.co.uk Ltd is an appointed representative of Monitor Insurance Services Limited who are regulated by the Financial Services Commission, Gibraltar, under reference FSC00982B, FSA Register under reference 480210.

You can check this on the FSC's Register by visiting www.fsc.gi/fsclists/InsInt.htm or 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 Monitor Insurance Services Limited in writing: Monitor Insurance Services, R22-R24 Ragged Staff Wharf, Queensway Quay, Gibraltar

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 (FSCS)?

Enterprise Insurance Company Plc are covered by the FSCS. 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 FSCS.

Residential Chancel Repair Indemnity Policy No Search Required

Definitions

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

Chancel Repair Liability: The **Property** is/may be subject to a liability on its owner to bear part of the cost of repairing that area of a parish church defined as the chancel from time to time.

Commencement Date: The date shown in the Schedule on which this insurance was effected.

Completion Date: The date on which the Insured completed the purchase of the **Property**.

Insured: A person or body corporate named in the Schedule and any mortgagee, lessee or chargee having an interest in the **Property** at either the **Commencement Date** or the **Completion Date**, and upon payment of an administration fee by any successor in title who is then named in the replacement schedule and any mortgagee, lessee or chargee having an interest in the **Property** at this time, all of whom shall be bound by the terms of this Policy.

Insurer: Enterprise Insurance Company Plc, R22 – R24 Ragged Staff Wharf, Queensway Quay, Gibraltar

Market Value: The value of the **Insured's** interest in the **Property** as determined by a surveyor acting as an arbitrator and appointed by agreement between the **Insurer** and the **Insured**. In the absence of agreement the parties will request the Royal Institution of Chartered Surveyors to appoint a suitably qualified person to act as arbitrator.

Property: The residential buildings and grounds at the address shown in the Schedule.

Valuation Date: The date of sale of the **Property** following a claim under this policy where the **Insured** believes there has been a reduction in **Market Value**.

Eligibility

To be eligible for benefit under this Policy:

1. the **Property** must not at the **Commencement Date**:
 - (i) have grounds exceeding the acreage stated on the attached Schedule;
 - (ii) be designated and to be occupied other than for residential purposes;
 - (iii) have notice in the register held by HM Land Registry as being subject to **Chancel Repair Liability**

2. the **Insured** at the **Commencement Date** must not:
- (i) be aware of the intention of the Parochial Church Council to put notice in the HM Land Registry the **Property** as being subject to **Chancel Repair Liability**;
 - (ii) have knowledge of an approach from any body seeking payment or contribution in respect of **Chancel Repair Liability in respect of the Property**.
 - (iii) be aware the **Property** is subject to **Chancel Repair Liability** (not including within a Historic Parish Boundary with Potential Church Repair Liability)

Benefits

The **Insurer** will subject to the payment of the premium and to terms and conditions of this Policy indemnify the **Insured** in respect of:

1. Costs and expenses incurred by the **Insured** solely and directly resulting from the **Insured's Chancel Repair Liability**; and
2. The amount on the **Valuation Date** that the **Market Value** subject to the **Chancel Repair Liability** claimed against the **Insured** is less than the **Market Value** calculated on the assumption that the **Chancel Repair Liability** is unenforceable; and
3. Costs and expenses incurred by the **Insured** with the prior written consent of the **Insurer** in taking or defending and action at law or otherwise to repudiate the **Insured's Chancel Repair Liability** when the claim has been notified to the **Insurer** during the **Period of Insurance** shown in the Schedule.

The **Insurer** shall not avoid liability to any mortgagee of the **Insured** under this policy as a result of any act, omission or misrepresentation committed or made by any other party unless such party acted on behalf of the **Insured** or with the knowledge or consent of the **Insured** or the **Insured** claiming protection under this clause had knowledge of the act, omission or misrepresentation prior to the **Commencement Date**.

Exclusions

The **Insurer** shall not be liable to indemnify the **Insured** in respect of any:

1. Loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or otherwise to the loss. For the purpose of this policy an act of terrorism means an act, including but not limited, to the use of force or violence and/or the threat thereof, of any person or groups(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, including the intention to influence any government and/or to put the public, or any section of the public, in fear.
2. Repairs necessary to any area of the church other than the area of the Chancel.
3. Claim made or initiated to the **Insurer** after the expiry of the Period of Insurance.
4. Loss as a result of any damage to the Parish Church otherwise normally insurable under a material damage buildings insurance policy.
5. Part of the **Property** sold by the **Insured** after the **Commencement Date**.

Conditions

1. It is a condition precedent to the **Insurer's** liability that the **Insured** shall not disclose the existence of this Policy, other than to their mortgagees and legal representatives without the prior written consent of the **Insurer**.
2. The due observance and fulfilment of the terms of this Policy so far as they relate to anything to be done or compiled with by the **Insured** are conditions precedent to any liability of the **insurer** with any payment under this Policy.
3. This Policy shall be governed by and construed in accordance with the law of England and Wales.
4. This Policy shall not be in force unless a valid Schedule has been issued by SearchesOnline.co.uk.
5. The **Insured** must give written notice to the **Insurer** as soon as reasonably practicable, of any circumstances likely to give rise to a claim for which there may be liability under this Policy and provide them with such information and documentation as they may reasonably require.
6. The **Insured** must by prior agreement with and at the expense of the **Insurer**, do and permit to be done all things reasonably practicable to minimise the cost of any claim.
7. The **Insured** must not make any admission of liability, offer, promise or payment or incur any costs or expenses without the prior written consent of the **Insurer**.
8. If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the relevant statutory provisions in force at the time. Where referral to arbitration is made under this Condition, the making of an award shall be a condition precedent to any right of action against the **Insurer**.
9. If at the time of the occurrence resulting in a claim under this Policy there is any other insurance in force covering such loss or any part of it, the liability of the **Insurer** under this Policy shall be limited to its rateable proportion of such loss.
10. If the **Insured** shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall become voidable and all claim hereunder shall be forfeited.
11. The liability of the **Insurer** under this policy shall cease upon the first of
 - (i) the death of all insured persons named in the Schedule; or
 - (ii) the expiry of the **Period of Insurance** shown in the Schedule

Making a Claim

As soon as you become aware of any circumstances likely to give rise to a claim under this Policy please write giving full details to Monitor Insurance Services Limited, R22-R24 Ragged Staff, Wharf, Queensway Quay, Gibraltar enclosing a copy of the Policy.

Enquiries and Complaints

Any enquires you may have regarding this insurance should in the first instance be addressed to SearchesOnline.co.uk Ltd, 1 Electric Avenue, Innova Science Park, Enfield, Middlesex, EN3 7XU.

Complaints should be sent to the Business Relationship manager, Monitor Insurance Services Limited R22-R24 Ragged Staff, Wharf, Queensway Quay, Gibraltar Please quote your Policy Number (shown in the Schedule) so that your enquiry can be dealt with quickly.

If the matter remains unresolved you should write to the Managing Director, Enterprise Insurance Company Plc, R22-R24 Ragged Staff Wharf, Queensway Quay, Gibraltar

Finally, if the matter still remains unresolved once all of the above have been contacted, you can then approach: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. There are some instances where the Financial Ombudsman Service is unable to consider complaints. This procedure will not prejudice your right to take legal proceedings.

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). If the **Insurer** is unable to meet its obligations under this Policy the **Insurer** may be entitled to compensation. You may contact the FSCS on 020 7892 7300 for further information.

Cancellation

You may cancel this policy within 14 days of receipt by providing written notice to SearchesOnline.co.uk Ltd, 1 Electric Avenue, Innova Science Park, Enfield, Middlesex EN3 7XU. There will be no return of premium. You may be in breach of the terms of your mortgage or the terms for the sale of the **Property** if the policy is cancelled.

Disclosure

You must disclose to the **Insurer** any information that might influence the **Insurer** in assessing or determining whether to accept for the insurance the **Property** to be covered by this Policy of Insurance. Under English Law, failure to do so may entitle the **Insurer** to avoid cover from inception and seek repayment of any claim paid. If you are in any doubt as to whether information is material you should disclose it.

Data Protection

The data supplied by you will only be used for the purposes of processing your policy of insurance, including underwriting, administration and handling any claim which may arise. The data supplied will not be passed to any other parties other than those which are mentioned herein. It is important that the data you have supplied is kept up to date. You should therefore notify the **Insurer** promptly of any changes. You are entitled upon the payment of an administration fee to inspect the personal data, which is held about you. If you wish to make such an inspection, you should contact the **Insurer**. The **Insurer** may respond to enquiries by the Police concerning your policy in the normal course of their investigations and where it is necessary to administer your policy effectively or to protect your interests. The **Insurer** may disclose the data you have supplied to other third parties such as solicitors, loss adjusters, motor garages, engineers, repairers, replacement companies and other insurers.

This Policy, Policy Schedule and any endorsements thereon shall be read together as one contract.

Signed on behalf of Enterprise Insurance Company Plc



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