

Guaranteed by Caser, the Insurer of the Spanish Savings Banks.

The best possible legal cover:

- **A commitment to resolve the situation within six months.**
Experts in real estate law will manage your property matters with the highest standards of diligence and efficiency.
- **Cover up to 360,000 €.**
If we cannot sort out your problem within six months, we will compensate you for financial losses incurred up to the purchase price agreed in the title deed with a maximum limit of indemnity of 360,000 €.
- **Protection for the equivalent of just 1.23 € per month.**
The Safe Property Guarantee costs **294.34 €** for the 20-year duration of the policy, which means the equivalent of only 1.23 € per month. For this inexpensive fee the most important investment you will ever make is protected.



For further information:
902 021 048
info@proteccionpropiedad.com

YOUR HOUSE SAFELY INSURED



Protect your home with
TITLE INSURANCE



20 years

cover. Don't leave your property at risk.
Keep your home totally safe for the lowest possible price.

You most likely know what house, life and car insurance are. The Safe Property Guarantee (Title Insurance) is a new product in Spain, but is already well-known in the United States, Great Britain and the rest of Europe. To be able to understand why it is so important to have this protection, set out below is a list of some scenarios for which coverage is included should they affect your property at the time of purchase but without your knowledge:

● Fraud: Document forgery

Current technology makes it easy to forge all types of documents (i.e. National ID Cards, Deeds, Power of Attorney, etc). There are stories in the press regularly about well-organised groups of forgers.

● Fraud: They sell your house

What would you do if a gang of swindlers - as happened recently - faked your identity, sold your house to a third party for a derisory price and took off with the money? In the interests of the reliability of the law, there are numerous cases where the Spanish Supreme Court has ruled in favour of a third party purchasing property in good faith. You could lose your home.

● Fraud: They re-mortgage your house

What if they fake your identity and pass themselves off as the owners of your house, apply for a mortgage loan and take the funds?

● Fraud: Buying from a fraudulent owner

After several years have gone by, you discover that the person from whom you bought your home was not the real owner and was acting with forged or revoked powers.

● Fraudulent Sale: Ad Corpus

Even when some time has gone by, there are numerous cases in which it is discovered that part of a home does not belong to the person who has bought it. For example: a terrace turns out to be common property, which has been fraudulently added to the plot by the previous owners.

● Border Disputes

Your neighbour says that the home you bought occupies some of the land belonging to him.

● Marital Problems

- You start separation proceedings and your partner says that the house you lived in is his/her exclusive property and you have no rights over it.
- The person from whom you bought your home has sold it without spousal consent and that threatens your title to the property. If there is a minor child involved, you will not be able to access the home you have bought.

● Bankruptcy of the Seller

A judge rules that your property is subject to the previous owner's bankruptcy (preferential rights of the creditors).

● Demolition Order

- Imagine that after several years, a Demolition Order is placed on your house because it is shown that the Local Authority building licence by virtue of which it was built, is illegal and infringing land classification (Urban Planning Scheme), environmental and coastal laws at the time of purchase or simply because your house was built without a license or in breach of the terms of the building license.
- You can also discover that an alteration made on the home by the previous owner is illegal.

● Compulsory Purchase

You discover your house is subject to a compulsory purchase order or proceedings which predated your purchase. There are cases when not only is your land compulsorily purchased but you will also have to pay a large administrative fine.

● Other Administrative Orders in Force

You discover your house is subject to a ruin or eviction order from your date of purchase.

● Legal Claims against your Property

During the policy term a third party makes a claim for part of your property through the courts.

● Unknown Heirs

- Property owners or unknown heirs from the past appear to claim their property.
- It is determined whether there has been mistaken interpretation during the most recent transactions.

● Third Party Rights: Easements

During the 20 year policy term, a right of way or unregistered charge in favour of a third party is discovered that affects the property (Right in Rem of third party).

● Hidden Legal Defects

During the 20 year policy term you may find a mistake or discrepancy in the title deeds that makes it impossible or difficult to sell your home or that limits your rights of ownership or enjoyment.

● Purchase from an Incapable Seller

You discover that the person from whom you bought the home lacked the necessary legal capacity to sell.

● Hidden Valid Lease

You have bought a house that has previous to your purchase been leased to a third party. The lease is valid until it expires, regardless of who holds title to the property.

● Impossible to Access

If for any reason your home, garage or storeroom cannot be accessed, you will be covered. For example, the seller may not vacate the premises on completion, the garage is too small and you cannot park, you are not given the storeroom you purchased, etc.

● Non-inscription in the Land Register

The Land Registrar finds a defect in your title deeds and will not register you as the owner.

● Defective Size

If the property is bought 'off plan' and following physical completion it is found to be more than 10% smaller than what was contracted for.

● Unpaid Taxes, Quotas or Unsettled Community Expenses

During the next 20 years:

- You discover you have been paying too much in community fees because at the time of purchase your property was assigned the wrong coefficient.
- There is an attempt to make you pay an incorrect quota or unsettled community expenses for a period prior to your purchase time.
- Or for example, there are outstanding taxes that must not be paid by error or omission.
- Etc.

● Community Disputes

Over the course of the 20 years, you may discover agreements passed by the Community of Property Owners that could limit your rights over the property.

● Lack of Occupancy Permit



Exclusions: Damage. Contamination. All defects in the knowledge of the owner prior to the date this product takes effect.