

Security
today, tomorrow and
for the next
20 years



Only the Safe Purchase Guarantee will provide you with the Peace of Mind of knowing that your property is safeguarded



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CERTIFIED SAFE PURCHASE REAL ESTATE AGENT

Your Property
Safely Insured with
TITLE INSURANCE



**Only this Quality Brand
guarantees a Safe Purchase
and provides Total Peace
of Mind**

Get Total Peace of Mind
when purchasing
your home in Spain

Purchasing a home is one of your most important investments.
Do not take unnecessary risks.
Buy your property with the ONLY Network of Real Estate Agents that can offer a **"Safe Purchase Guarantee"**.



20 Years Safe Purchase Guarantee

Keeping Your Property Safe with Title Insurance

We will protect you against...

An estate agent accredited with the exclusive "Safe Purchase Brand" is giving you much more than other estate agents when purchasing your home in Spain: a certified extra property protection guarantee for the next 20 years.

- We guarantee that all your legal rights stated in the title deed will be respected.
- We certify that the property you have purchased fulfils all the agreed legal conditions.
- We undertake a Guaranteed Commitment of Resolution within Six Months. Lawyers expert in Real Estate Law will manage your problem with the highest standards of diligence and efficiency and if we cannot sort out your title defect within six months, we will compensate.
- Peace of Mind for your most important investment.

Cover up to the purchase price agreed in the title deed.

Should the problem not be resolved within 6 months, CASER - the Insurer of the Spanish Savings Banks - will compensate you for the damage suffered with a maximum limit of indemnity of 360,000 €.

False representation by the vendor

You will be covered for:

- **The next 20 years**, if they were selling or leasing your own property, forging your identity. Spanish Supreme Court has ruled in favour of a third party purchasing property in good faith. You could lose your property.
- **The act of purchase**, if the vendor either is not the real owner or he/she acts in representation of the owner with false or revoked powers.

Non-inscription in the land register

Consequences:

- **LEGAL DISADVANTAGE** of the owner whereby he/she may lose the property or suffer financial loss against charges or seizure.
- **LEGAL INSECURITY**. The insurance acts in this case as an alternative register, providing the guarantees which should have been offered by the Land Registry.

Demolition Order

Imagine that after several years, a Demolition Order is placed on your house because it is shown that the building license by virtue of which it was built, is illegal because it infringed land classification (Urban Planning Scheme) 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.

Other Administrative Orders in Force

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

Sale "As Is"

Even when some time has gone by, there are numerous cases in which it is discovered that part of a property 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.

Impossible to Access

When your home, garage or storeroom cannot be accessed, you will be covered. For example: the seller may not vacate the premises on completion, there is no access to your parking space or garage and you cannot park, you are not given the storeroom you purchased, etc.

Defective Size in off Plan Purchase

- If the property is bought "off plan" and following physical completion it is found to be more than 10% smaller than for what it was contracted.
- If the parking space is purchased "off plan" together with the property, and following physical completion it is found to be too small to park a standard size car in.

Bankruptcy of the Seller

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

Third Party Rights: Easements

Undisclosed right of way or unregistered charge in favour of a third party is discovered that affects the property.

Third Party Rights: Unknown heirs

- Old property owners or unknown heirs from the past appear to claim their property.
- It is determined whether there has been mistaken execution of a Last Will and Testament during the most recent transactions that affects your property.

Unpaid Tax, quotas or unsettled community expenses

Over the course of the 20 years:

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

Boundary Issues

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

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.

Purchase from an incapable seller

You discover that the person from whom you bought the property lacked the necessary legal capacity to sell (not of age, mental handicap, senile dementia, etc.)

Hidden Legal Defect

Over the course of the 20 years, you may find a mistake or discrepancy in the title deeds that makes it impossible or difficult to sell your property or that limits your rights of ownership or enjoyment.

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.

Marital Problems

The person from whom you bought your property has sold it without spousal consent and that threatens your title to the property. If there is a minor child involved, you may not be able to access the home you have bought.

Lack of the certificate of occupancy

You discover that the property you have recently bought is not issued the certificate of occupancy which is compulsory to connect water and electricity supply.

Exclusions: Damage, contamination and all defects in the knowledge of the owner prior to the date this policy takes effect.