

Forfeiture of Lease (Breach of Covenant) Indemnity Insurance Policy (LENDER)

This Policy is the contract between You, Your Lender and the Insurer and it includes the Schedule and any endorsement, extension, plan or appendix issued with it. We have issued the Policy in reliance upon confirmation of the Statements of Fact that are listed in an Insured Risk Appendix attached to this Policy. If a Statement of Fact made to Us was not true on the Inception Date the Insurer may reject Your claim.

Schedule

Policy Number: SAMPLE001

Insurer	ERGO Versicherung AG, UK Branch , Registered Office: 55 King William Street, London, EC4R 9AD. Authorised and regulated by the Financial Conduct Authority.
Borrower/You/Your	Mr and Mrs Sample.
Lender	The lender providing Your Mortgage.
Property	1 Sample Lane, Sampletown, Sampleshire, AA1 1AA.
Limit of Indemnity	£100,000 in total. This amount will increase to match actual increases in the value of the Property, up to a maximum of 200% of the sum stated here
Premium	£0.00 (including Insurance Premium Tax of £0.00).
Inception Date	00/00/0000
Period of Insurance	From the Inception Date, and continuing for a period co-extensive with the term of the Mortgage.
Insured Risk(s)	The matters set out in an Insured Risk Appendix attached to this Policy.
Insured Use	The continued use of the Property as a single residential leasehold flat as constructed at the Inception Date.



M S Le Breton, Managing
Director, Conveyancing
Liability Solutions Ltd



Signed by Conveyancing Liability Solutions Limited
on behalf and with the authority of the Insurer.

Definitions

Where a word is defined below or in the Schedule, it will have the same meaning whenever it appears in this Policy.

Administrator/We/Us	Conveyancing Liability Solutions Limited, Suite 5, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU.
Adverse Matter	Any communication from a third party to You or Your Lender in relation to an Insured Risk.
Lease	Your lease of the Property.
Insured Risk	A matter defined in an Insured Risk Appendix attached to this Policy which may affect Your Lender's interest in the Property.
Loss	Financial loss as described in an Insured Risk Appendix attached to this Policy which Your Lender has suffered because of an Insured Risk.
Mortgage	The loan by Your Lender that is secured on the Property.
Order	A decision made by a court (or another recognised body with authority to make a decision that is legally binding on You and/or Your Lender) in relation to an Adverse Matter.
Statements of Fact	The statements shown as "Statements of Fact" in an Insured Risk Appendix, being statements confirmed by You to Us in relation to the Insured Risk(s) and relied upon by the Insurer when deciding to insure the Insured Risk(s).

Cover

Provided You have paid the Premium to Us this Policy will protect Your Lender against Loss as defined in this Policy.

Protection for Mortgage Lenders

The Insurer will not refuse to pay a claim to Your Lender because a Statement of Fact made by You to Us was not true unless Your Lender had knowledge that Your Statement of Fact was not true on the date that it was made.

The Insurer will not refuse to pay a claim to Your Lender because of a breach of the conditions of this Policy unless Your Lender was responsible for or consented to or had knowledge of the breach in question.

Exclusions

The Insurer can refuse to pay Loss or reduce any payment of Loss because:

1. You confirmed a Statement of Fact to Us which You knew or could reasonably have been expected to know was not true; and/or
2. You or Your Lender make a claim under this Policy knowing that it is false or fraudulent; and/or
3. of an Additional Exclusion contained in the Insured Risk Appendix attached to this Policy.

Claims Conditions

When You or Your Lender make a claim under this Policy You and Your Lender must adhere to the claims conditions listed below. If You or Your Lender do not adhere to these claims conditions the insurer may reject Your claim or reduce the amount of Loss that it pays to the extent that your breach of these conditions is responsible for increasing the amount of Loss.

1. You or Your Lender must notify Us in writing (at the address shown in the section headed "Making a Claim", below) of any Adverse Matter or circumstances which are likely to give rise to an Adverse Matter or Loss as soon as reasonably possible. A failure to act promptly may entitle the Insurer to reject Your Lender's claim or reduce the amount of Loss that it is obliged to pay Your Lender.
2. The costs of dealing with an Adverse Matter will be paid by the Insurer. For this reason, You and Your Lender must allow the Insurer to participate fully in any defence, negotiation or settlement of an Adverse Matter and, in particular You and Your Lender must:
 - a. not incur any expense without first consulting Us and receiving written consent to do so;
 - b. not make any admission of liability or offer or settlement or promise or payment to any third party in relation to an Adverse Matter without first consulting with Us and receiving written consent to do so;
 - c. give Us and the Insurer access to and copies of all correspondence and other documentation relating to the Adverse Matter which is available to You or Your Lender and give Us and the Insurer sufficient time to review, consider and comment on such correspondence and documentation;
 - d. inform Us of any proposed meeting with any third party about an Adverse Matter and allow the Insurer or the Insurer's advisers to attend the meeting or, if the Insurer requests, give the Insurer a detailed written account of the subject and outcome of the meeting or any discussion at which the Insurer was not present;
 - e. take such reasonable steps that the Insurer may reasonably require of You or Your Lender to minimise Loss or contest, avoid, resist, compromise or otherwise defend against an Adverse Matter (including but not limited to steps to obtain relief against forfeiture or a vesting order), provided such steps shall be at the Insurer's expense;
 - f. provide the Insurer with any other information and assistance about an Adverse Matter it may reasonably request.
3. If, at the time a claim is made under this Policy, You or Your Lender have any other insurance in place which would allow You or Your Lender to claim for all or part of any Loss You or Your Lender must also make a claim under that insurance and the Insurer will only be liable to pay or contribute towards payment of Loss in an appropriate proportion with the other insurance.

General Conditions

The following general conditions apply to this Policy. If You or Your Lender do not adhere to these general conditions the Insurer may reject Your claim or reduce the amount of Loss that it pays to the extent that Your breach of these conditions is responsible for increasing the amount of Loss.

1. You and Your Lender must only use the Property for the Insured Use.
2. Unless the Insurer gives its written consent, You and Your Lender will not:
 - a. disclose that this Policy exists, except to a potential purchaser of the Property, their mortgage lender and the legal advisers of each;
 - b. communicate about an Insured Risk with a third party;
 - c. make an application to any court or other competent tribunal or the Land Registry in connection with an Insured Risk without the Insurer's prior written consent.
3. This Policy will be governed and interpreted under the law of England and Wales and will be subject to the jurisdiction of the courts of England and Wales.
4. The total financial liability of the Insurer for all claims under this Policy will not exceed the Limit of Indemnity stated in the Policy Schedule.
5. This Policy will not be in force unless it has been signed by someone who is authorised by the Insurer to do so. The Administrator is authorised to do so.

6. The Insurer may, at its own discretion and its own expense but with Your and Your Lender's prior consent, take appropriate steps to prevent or reduce Loss whether or not an Adverse Matter has occurred including (but not limited to) pursuing or defending any action at law or making an application to a court or the Upper Tribunal (Lands Chamber) on Your and Your Lender's behalf and by doing so the Insurer will not be taken as having accepted any liability under this Policy or waived any of its terms.
7. If the Insurer agrees or is obliged to make any payment to Your Lender or on Your Lender's behalf because of an Adverse Matter, the Insurer will immediately be entitled to any rights that You and/or Your Lender may have had in relation to that Adverse Matter.
8. If Your Lender disagrees with the Insurer about an amount of Loss to be paid under this Policy after the Insurer has accepted liability to make a payment, the disagreement will be referred to an arbitrator who will be chosen by agreement between Your Lender and the Insurer or, failing agreement, by the President at that time of the Royal Institution of Chartered Surveyors. If the disagreement is referred to arbitration, Your Lender will only have a right of action against the Insurer if the arbitrator makes an award. The cost of arbitration will be shared equally between the Insurer and Your Lender.
9. The Insurer has authorised Us to give any consent required by a condition of this Policy on its behalf.
10. You and Your Lender must comply with any Additional Condition contained in an Insured Risk Appendix attached to this Policy.

Cancellation Rights

You or Your Lender can cancel this Policy only by notifying the Administrator within 14 days of the Inception Date by post to **The Client Services Department, Conveyancing Liability Solutions Limited, Suite 5, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU** or email sales@clsl.co.uk.

The Policy document must be returned to the Administrator. Rights are reserved on refunding any Premium if a claim has already been made on this Policy. If no claim has been made any Premium paid will be refunded, but a reasonable deduction may be made for administration costs. The Policy will then be cancelled as from the Inception Date.

If this Policy is cancelled, this may be a breach of conditions attached to Your mortgage or a condition in a contract of the sale of the Property.

Making a Claim

All communication by You or Your Lender relating to a claim or a possible claim must be notified to Us at **The Claims Department, Conveyancing Liability Solutions Limited, Suite 5, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU** or by email claims@clsl.co.uk giving details of the Policy (name of the Insured, the Policy number and the Property address).

Please read and be aware of the Claims Conditions in this Policy.

Complaints Procedures

We and the Insurer both aim to provide an excellent service. If You or Your Lender have any cause for complaint You or Your Lender should first contact **The Underwriting Director, Conveyancing Liability Solutions Limited, Suite 5, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU (Tel: 01732 897530, Fax: 01732 897531)** giving details of the Policy (name of the Insured, the Policy number and the Property address).

If the matter is not resolved to Your or Your Lender's satisfaction You or Your Lender can write to **The Complaints Manager, ERGO Versicherung AG, UK Branch, 4th Floor, 35 Newhall Street, Birmingham, B3 3PU (Tel: 0121 200 5822, Fax: 0121 236 2889).**

If You or Your Lender are still dissatisfied, You or Your Lender may have a right to refer Your or Your Lender's complaint to **The Financial Ombudsman Service, Exchange Tower, London, E14 9SR (Tel: 0800 0234 567, Email: complaint.info@financial-ombudsman.org.uk).**

The existence and Your or Your Lender's use of this complaints process does not affect Your or Your Lender's other rights under this Policy or Your or Your Lender's rights in law.

Financial Services Compensation Scheme (FSCS)

ERGO Versicherung AG, UK Branch is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation under FSCS if You are a "retail customer" as defined by the Financial Conduct Authority. Further details can be obtained from www.fscs.org.uk or by telephone on **020 7741 4100**.

Use of Your Data

We hold data in accordance with the Data Protection Act 1998. It may be necessary for Us to pass data to other organisations that supply products and services associated with this contract of insurance. In order to verify information and to detect and prevent fraud, We may share information You or Your Lender give Us with other organisations and public bodies who access and update various databases, including those held by police forces. If You or Your Lender give Us false or inaccurate information and We suspect fraud, We will record this and will make the information available to other organisations with access to the database(s). We can supply details of the databases We use or contribute to on Your or Your Lender's request.

Insured Risk Appendix Forfeiture of Lease (Breach of Covenant) Indemnity (LENDER)

Policy Number: **SAMPLE0001**

This Appendix is part of the above-numbered Policy.

- Insured Risks**
1. Forfeiture of Your Lease by Your landlord in accordance with the provisions of the Lease as a consequence of a breach of a covenant in the Lease prior to the Inception Date.
 2. Exercise of legal rights of re-entry by Your landlord as a consequence a breach of a covenant in the Lease prior to the Inception Date.
- Additional Conditions**
1. Within two months of the Inception Date You will notify Your landlord in writing of Your Lender's interest in the lease and request that Your landlord notifies Your Lender in the event ground rent and/or other payments payable under the terms of the Lease are unpaid.
- Additional Exclusions**
1. Loss arising from breach of any covenants contained in the Lease relating to bankruptcy or insolvency.
 2. Loss arising from non-payment of ground rent and/or service charge and/or other payments due to the landlord under the terms of the Lease.
 3. Loss arising from an assignment of the Lease to You or Your Lender or by You or Your Lender after Inception Date without the prior consent of the Landlord.
- Loss**
1. Reasonable legal and other professional fees and expenses which the Insurer allows or requests You or Your Lender in writing to incur so as to commence, defend or make a settlement in a legal action relating to an Adverse Matter (which may include making an application to a court or the Upper Chamber (Lands Tribunal)).
 2. Damages, compensation, costs and/or expenses (but not fines or other penalties) which You or Your Lender have to pay because of an Order.
 3. Loss sustained by Your Lender in connection with the Mortgage upon forfeiture of the Lease or re-entry into the Property by Your landlord.
 4. The cost of an out-of-court settlement relating to an Adverse Matter which the Insurer allows or requests You or Your Lender in writing to make.
 5. Any other costs and expenses You or Your Lender incur with the Insurer's written consent because of an Insured Risk.
- Statements of Fact**
- A. The Property is a single leasehold flat in England or Wales; and
 - B. No breach of covenant contained in the Lease is known to have occurred in the previous 3 years; and
 - C. The Property has not been physically altered (including but not limited to removal of carpets) in the previous 3 years; and
 - D. Neither the seller nor the buyer is aware of any dispute, communication or enforcement action pending or having occurred in respect of a breach of covenant contained in the Lease of the Property; and
 - E. Neither the seller nor the buyer of the Property have communicated with the landlord in respect a breach of covenant contained in the Lease of the Property.

Policy Summary – Forfeiture of Lease (Breach of Covenant) Indemnity Insurance (LENDER)

Insurer	ERGO Versicherung AG, UK Branch , 55 King William Street, London, EC4R 9AD. ERGO Versicherung AG is part of the Munich Re Group.
Type of Insurance and Cover	This policy protects Your Lender if Your landlord forfeits Your Lease in accordance with its provisions, or exercises a legal right of re-entry to Your Property, because there has been a breach of covenants in Your Lease prior to Inception Date.
Significant Features and Benefits	<p>The duration of the policy is a period co-extensive with the term of the Mortgage.</p> <p>This policy protects Your Lender against the consequences of an Insured Risk which existed at the Inception Date of the policy. We will pay to defend or settle a dispute involving the Insured Risk and indemnify Your Lender for Loss in the event this action is unsuccessful.</p>
Losses Covered	<p>Loss you incur which arises out of an Insured Risk and includes:</p> <ol style="list-style-type: none">1. damages, compensation, costs and/or expenses (but not fines or other penalties) which You have to pay because of an Order;2. the amount by which the value of the Property is reduced by the effect of an Order;3. any other costs and expenses You incur with the Insurer's written consent because of an Insured Risk.
Significant and Unusual Exclusions or Conditions	<ol style="list-style-type: none">1. The Insurer can refuse to pay Loss or reduce any payment of Loss because:<ol style="list-style-type: none">a. You confirmed a statement of fact to Us which You knew or could reasonably have been expected to know was not true; and/orb. You or Your Lender make a claim knowing that it is false or fraudulent; and/orc. You disclose that this policy exists to another person who is not a potential purchaser of the Property, their mortgage lender or the legal advisers of each.2. Additional exclusion(s) contained in the Insured Risk Appendix attached to this Policy.
Cancellation Rights	<p>You or Your Lender can cancel this Policy only by notifying the Administrator within 14 days of the Inception Date by post to The Client Services Department, Conveyancing Liability Solutions Limited, Suite 5, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU or email sales@clsl.co.uk.</p> <p>The Policy document must be returned to the Administrator. Rights are reserved on refunding any Premium if a claim has already been made on this Policy. If no claim has been made any Premium paid will be refunded, but a reasonable deduction may be made for administration costs. The policy will then be cancelled as from the Inception Date.</p> <p>If this Policy is cancelled, this may be a breach of conditions attached to Your mortgage or a condition in a contract of the sale of the Property.</p>
Making a Claim	<p>All communication by You or Your Lender relating to a claim or a possible claim must be notified to Us at The Claims Department, Conveyancing Liability Solutions Limited, Suite 5, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU or by email claims@clsl.co.uk giving details of the Policy (name of the Insured, the Policy number and the Property address).</p> <p>Please read and be aware of the Claims Conditions in this Policy.</p>
Complaints Procedure	<p>We and the Insurer both aim to provide an excellent service. If You or Your Lender have any cause for complaint You or Your Lender should first contact The Underwriting Director, Conveyancing Liability Solutions Limited, Suite 5, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU (Tel: 01732 897530, Fax: 01732 897531) giving details of the Policy (name of the Insured, the Policy number and the Property address).</p> <p>If the matter is not resolved to Your or Your Lender's satisfaction You or Your Lender can write to The Complaints Manager, ERGO Versicherung AG, UK Branch, 4th Floor, 35 Newhall Street, Birmingham, B3 3PU (Tel: 0121 200 5822, Fax: 0121 236 2889).</p> <p>If You or Your Lender are still dissatisfied, You or Your Lender may have a right to refer Your or Your Lender's complaint to The Financial Ombudsman Service, Exchange Tower, London, E14 9SR (Tel: 0800 0234 567, Email: complaint.info@financial-ombudsman.org.uk).</p> <p>The existence and Your or Your Lender's use of this complaints process does not affect Your or Your Lender's other rights under this Policy or Your or Your Lender's rights in law.</p>
Financial Services Compensation Scheme (FSCS)	ERGO Versicherung AG, UK Branch is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation under FSCS if You are a "retail customer" as defined by the Financial Conduct Authority. Further details can be obtained from www.fscs.org.uk or by telephone on 020 7741 4100 .