

# Lack of and/or Defective Mortgagee Protection Clause (Lender)

Schedule Policy Number: SAMPLE 0001

**Insurer** Great Lakes Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial

Conduct Authority and the Prudential Regulation Authority.

**Borrower** Mr and Mrs Sample

Insured/You/Your Mr and Mrs Sample and any subsequent lender under the original mortgage deed.

**Property** 1, Sample Lane, Sampleshire, Sampletown, AA1 1AA.

**Limit of Indemnity** The outstanding Mortgage amount granted to the Borrower up to £0.00.

**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 Use The Continued Use of the Property as a single private leasehold house or flat as constructed at the Inception Date.

Additional Conditions and Exclusions

See Insured Risk Appendix.

This Policy is the contract between You 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, the Insurer may reject Your claim.

T.Plews, Director
Signed by CLS Property Insight Limited on behalf and with the authority of the insurer

This Policy is effected by CLS Property Insight Limited as underwriting agent via ERGO UK Specialty Limited on behalf of Great Lakes Insurance UK Limited. ERGO UK Specialty Limited and Great Lakes Insurance UK Limited are part of the Munich Re Group, one of the leading reinsurers and risk carriers worldwide.

## **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 CLS Property Insight Limited, company number 06993053 with registered office at 85 Great Portland Street, London,

W1W 7LT. CLS Property Insight Limited can be contacted by email at info@clspropertyinsight.co.uk or by telephone on 01732 753 910 or by post also to 26 Kings Hill Avenue, West Malling, Kent, ME19 4AE at all times as authorised underwriting agents and administrators for ERGO UK Specialty Limited on behalf of the Insurer with no liability under

this Policy.

Any communication from a third party to You in relation to an Insured Risk.

**Borrower** The person(s) to whom the Insured is providing a Mortgage.

Continued Use The ongoing and continued use of the Property as it exists immediately prior to and at the Inception Date, and to

which there have been no objections or concerns relating to its use raised by third parties.

Insured Risk A matter defined in an Insured Risk Appendix attached to this Policy which may affect Your interest in the Property.

Lease A lease of the Property having an unexpired term of at least 50 years at the Inception Date and is either registered at

the Land Registry or, where a new lease has been drafted, the terms of which have been finalised for registration after

the Inception Date.

Loss Event Disposal for value of the Property following an Adverse Interest which in any case causes You to realise a Loss in

relation to the Mortgage.



**Mortgage** The monies advanced by the Insured and secured on the Property.

Order A final order, decision, judgment or permanent injunction from a court, the Upper Tribunal (Lands Chamber) or other

body of competent jurisdiction upholding the Adverse Interest in full or in part.

Shortfall The amount by which the outstanding Mortgage (comprising capital and interest but not penalty interest) exceeds

the value of the Property upon sale, or in the event of determination of a Lease where the Insured is unsuccessful in obtaining relief against forfeiture, the amount of the outstanding Mortgage caused directly by the Insured Risk.

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 the Premium and Insurance Premium Tax have been paid to the Administrator within 14 days of the Inception Date or another period to which the Insurer has agreed in writing, the Insurer will indemnify the Insured for Loss.

# **Protection for Mortgagees**

Notwithstanding the Exclusions set out below, the Insurer will not refuse to pay a claim to You resulting from any act, omission or misrepresentation committed or made by any other person (whether or not also insured under this Policy) unless that person acted on behalf of the Insured or with the knowledge or consent of the Insured or the Insured had knowledge of that act, omission or misrepresentation at the time when the Insured acquired the benefit of this Policy.

### **Exclusions**

The Insurer will not be liable to indemnify You for the following:

- Loss arising wholly or partly because of the wilful act (save for acts in accordance with the Insured Use) or neglect of the Insured after the Inception Date;
- Loss arising from a deliberate or reckless failure to disclose to the Insurer every material circumstance which the Insured knows or ought
  to know or misrepresentation of any material fact. Where the failure to disclose or misrepresentation is not deliberate or reckless,
  depending on the circumstances, the insurer may still be entitled to refuse a claim or reduce proportionately the amount to be paid on
  a claim:
- 3. This Policy does not cover any Loss and/or any legal liability caused by or arising out of or in connection with any of the following;
  - (a) any malicious or non-malicious electronic data activity (including computer system failure and/or a cyber incident), including but not limited to any action taken in controlling, preventing, suppressing or remediating any cyber act or incident.
  - (b) Radioactivity, including but not limited to contamination by radioactivity from any nuclear fuel, waste, weaponry or equipment.
  - (c) War, invasion, civil war, rebellion, revolution or a similar event.
  - (d) any act of terrorism, meaning an act including but not limited to the use of force, violence and/or threat, of any person(s), 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 or to put the public, or any section of the public, in fear.
- 4. The Insurer will not provide any insurance cover or benefit and will not pay any sum if doing so would mean that the Insurer is in actual or potential contravention of any sanction, prohibition or restriction imposed by any law or regulation applicable to the Insurer.
- 5. Loss arising from any matter stated as an Additional Exclusion in an Insured Risk Appendix.

## **Claims Conditions**

When You make a claim under this Policy You must adhere to the claims conditions listed below. If You 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 the breach of these conditions is responsible for increasing the amount of Loss.

- 1. It is a condition precedent of the Insurer's liability under this Policy that the Insured will give written notice to the Administrator at the address shown under "Making a Claim", below, as soon as reasonably practicable, of any circumstances likely to give rise to a claim for which the Insurer may be liable under this Policy and provide the Administrator with such information and documentation as may reasonably be requested.
- 2. The Insurer will be entitled to participate fully in any dealings (including but not limited to a defence, negotiation or settlement of an Adverse Interest) in relation to an Insured Risk and in any such event the Insured will (to the extent reasonably practicable in the circumstances, but without limitation):
  - (i). not incur any cost or expense without first consulting with and receiving written consent from the Insurer;
  - (ii). not make any admission of liability, offer, settlement, promise, payment or discharge without first consulting with and receiving written consent from the Insurer:
  - (iii). give the Insurer access to and provide the Insurer with copies of all correspondence and documentation available to the Insured in relation to the Adverse Interest and afford the Insurer sufficient time in which to review and comment on such documentation;
  - (iv). inform the Insurer of any proposed meeting with any third party in relation to an Adverse Interest and allow the Insurer to attend such meeting and, if the Insurer so requests, provide a detailed written account of the subject and outcome of any such meeting or discussion at which the Insurer was not present;
  - (v). conduct all negotiations and proceedings in respect of any Adverse Interest with advisers of which the Insurer has approved in writing and take such action as the Insurer may reasonably require to contest, avoid, resist, compromise or otherwise defend an Adverse Interest;



- (vi). provide the Insurer with such other information and assistance in connection with any Adverse Interest as the Insurer may reasonably request.
- 3. If at the time of any claim made under this Policy there is any other insurance in place whether effected by the Insured or by any other person under which the Insured may be entitled to make a claim wholly or partly in respect of the Insured Risk the Insurer will be liable to pay or contribute in respect of a claim under this Policy only rateably with such other insurance.
- 4. If the Insured makes any claim knowing it to be false or fraudulent as regards amount or otherwise, this Policy will become voidable and all claims under it may be forfeited.

# **General Conditions**

The following general conditions apply to this Policy. If You 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. It is a condition precedent to the Insurer's liability under this insurance contract that the statements contained in the Statements of Fact made to the Insurer by the Insured are true and accurate at the time of Inception of the contract.
- 2. The Insurer and Insured agree that each will, where required to take any action or provide its consent or compliance, do so reasonably and without undue delay.
- 3. It is condition precedent to any liability of the Insurer under this Policy that the Insured will only use the Property for the Insured Use.
- 4. The Insured will not, without the written consent of the Insurer:
  - a. disclose the existence of this Policy, other than to prospective purchasers, their mortgagees, and their respective legal representatives;
  - b. communicate on any matter regarding an Insured Risk with any party who, it is reasonable to believe, may be entitled to assert an Adverse Interest;
  - c. make an application to any court or the Upper Tribunal (Land Chamber) or the Land Registry in respect of an Insured Risk.
- 5. This Policy will be governed by and construed in accordance with the law of England and Wales and is subject to the jurisdiction of the courts of England and Wales.
- 6. The total liability of the Insurer in respect of all claims made or sums payable under this Policy will not exceed, in the aggregate, the Limit of Indemnity.
- 7. This Policy will not be in force unless it has been signed by a person who has been authorised to do so by the Insurer.
- 8. The Insured will take reasonable steps to mitigate Loss provided that the cost of such steps taken at the request of or with the written consent of the Insurer after notification of a claim or circumstance likely to give rise to a claim to the Insurer will be borne by the Insurer.
- 9. The Insurer may, at its discretion and at its own cost, with the prior consent of the Insured, take any action which it considers necessary to prevent or minimise Loss whether or not it is liable under this Policy (including but not limited to pursuing or defending any action at law or otherwise or making an application to a court, the Upper Tribunal (Lands Chamber) or other body of competent jurisdiction in the name of and on behalf of the Insured in relation to an Insured Risk) and by doing so the Insurer will not be taken to have conceded any liability or waived any provision of this Policy.
- 10. If the Insurer agrees or is obliged to make any payment to or on behalf of an Insured because of an Insured Risk, the Insurer will immediately be subrogated to any rights which that Insured may have in relation to that Insured Risk.
- 11. For the purposes of this Policy, the Administrator is authorised to provide any consent required under the terms of this Policy on behalf of the Insurer.
- 12. Any Additional Condition in an Insured Risk Appendix.

# **Cancellation Rights**

This Policy may be cancelled by contacting the Cancellations Department at cancellations@clspropertyinsight.co.uk within 14 days of the Inception Date. Provided no claim has been made or is pending any premium paid will be refunded in full. No refund of premium will be available if the policy is cancelled after 14 days from the Inception Date.

If the premium is not paid to Us within 14 days, We have the right to cancel the policy from the Inception Date. Notice will be sent to the Insured in the post.

If this Policy is cancelled, this may breach a condition of a loan secured over the Property or other terms for the sale of the Property.

# Making a Claim

As soon as any circumstances likely to lead to a claim under the policy become known to You, please write with details to the Claims Manager at claims@clspropertyinsight.co.uk quoting the policy number. Please be aware of the Claims Conditions and General Conditions of the policy.



# **Complaints Procedure**

We aim to provide an excellent service. If You have any cause for complaint You should, in the first instance, contact the Administrator by email complaints@clspropertyinsight.co.uk, by telephone at 01732 753 910 or by post to CLS Property Insight Limited, 26 Kings Hill Avenue, West Malling, Kent, ME19 4AE. Please quote the details of the Policy (surname and initials, policy number and property address). If the matter is not resolved to Your satisfaction, please write to:

Complaints Manager, ERGO UK Specialty Limited Munich RE Group Offices by post to 10 Fenchurch Avenue London, EC3M 5BN, or by email to complaints@ergo-commercial.co.uk, or telephone them on 020 3003 7130.

If You are still dissatisfied then You may have a right to refer Your complaint to:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR
0800 023 4 567 Calls to this number are now free on mobile phones and landlines
0300 123 9 123 Calls to this number cost no more than calls to 01 and 02 numbers
Email at: complaint.info@financial-ombudsman.org.uk

The existence, and Your use of, this complaints process is without prejudice to Your other rights under this insurance and to Your rights in law.

# **Financial Services Compensation Scheme (FSCS)**

Great Lakes Insurance UK Limited is covered by the Financial Services Compensation Scheme (FSCS) You may be entitled to compensation from the scheme in the unlikely event that it cannot meet its obligations if You are an individual, an unincorporated association or a small business. The FSCS will meet up to 90% of Your claim without any upper limit. Further details can be obtained from www.fscs.org.uk or You may contact the FSCS on 0800 678 1100 for further details.

# **Data Privacy Notice**

The privacy and security of Your personal information is very important to CLS Property Insight Limited ('CLS'). The details provided here are a summary of how We process – that is collect, use, share, transfer and store – Your information.

For our full Data Privacy Notice please visit our website <a href="https://www.clsl.co.uk/assets/documents/Privacy%20Notice.pdf">https://www.clsl.co.uk/assets/documents/Privacy%20Notice.pdf</a> or contact our Compliance Manager at: 26 Kings Hill Avenue, West Malling, Kent, ME19 4AE or by email: <a href="mailto:compliance@clspropertyinsight.co.uk">compliance@clspropertyinsight.co.uk</a> or by telephone 01732 753 910.

Your insurance brokers or other intermediaries (if applicable) may have their own reasons for processing Your personal data. Please contact them directly should You require further information about their uses of Your data.

# **Collection of Data**

CLS may collect a range of personal and business information supplied by You or third parties on Your behalf. This information may include the following: basic personal details such as Your name, address, telephone number, gender, marital status, and additional information about Your insurance requirements, such as details of Your business.

We will always attempt to explain clearly when and why We need this information and the purposes for which We will use it and where necessary We will obtain Your explicit consent to use personal data.

CLS may also collect data about You, Your business or the insured property from a number of different sources, including but not limited to the electoral role, third party databases available to the insurance industry, other insurance firms, loss adjusters and/or other parties involved in the process of administrating a claim, as well as publicly available sources.

## Personal Data about others

We may collect data about other individuals, such as Employees, family, or members of Your household. If You give Us information about another person, it is Your responsibility to ensure and confirm that You have told that person why and how CLS uses personal data and that You have that person's permission to provide that data to Us and for Us to process it.

## Our uses of Data

CLS uses the data We collect to operate our business and provide the products We offer. The information We collect may be used for (amongst other purposes) the following: to assess Your application for a quote or product; to evaluate the risk You present; to verify Your identity; to administer Your Policy and deliver our services; to conduct statistical analysis for pricing purposes; to administer claims; and to investigate and resolve complaints.

Should the need arise, CLS may also use data for the following purposes: to collate Your Policy or claims history; to undertake credit referencing or credit scoring and to assist with financial crime and fraud detection.



# **Sharing Your Data**

If You request a quote, or purchase a product, Your personal information may be shared with and processed by a number of third parties which include but are not limited to regulatory, dispute resolution or law enforcement bodies; other insurance organisations including reinsurers; fraud prevention and credit reference agencies (who may keep a record of the search); or other relevant third parties within our administrative structure.

Your data may be disclosed when We believe in good faith that the disclosure is required by law; necessary to protect the safety of our employees or the public; required to comply with a judicial proceeding, court order or legal process; or for the prevention or detection of crime (including fraud).

# Transfer and Storage of Your Data Overseas

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all applicable principles of English law. Personal details will not be transferred outside the EEA unless the transfer is to a country which is considered to have equivalent standards with regard to data protection, or We have taken reasonable steps to ensure that suitable data protection standards are in place.

## **Data Retention**

CLS will only keep data for as long as it is necessary to continue providing our products and services to You and/or to fulfil our legal and regulatory obligations in line with our data retention policy.

# **Data Subject Rights**

You have a number of rights in relation to the information We hold about You. These rights include but are not limited to the right to a copy of Your personal information We hold; to object to the use of Your personal information; to withdraw any permission You have previously provided; and to complain to the Information Commissioner's Office at any time if You are not satisfied with our use of Your information. For a more complete list of Your rights please refer to the full Data Privacy Notice.

Please note that there are times when We will not be able to delete Your information. This may be as a result of a requirement to fulfil our legal and regulatory obligations, or where there is a minimum statutory period of time for which We have to keep Your information. If We are unable to fulfil a request We will always let You know our reasons.

# **Changes to this Data Privacy Notice**

We may amend this Data Privacy Notice from time to time for example, to keep it up to date or to comply with legal requirements. Should any significant changes be made to the ways in which CLS processes data from those described at the time of collection, We will post a notice on our website.



# Insured Risk Appendix Lack of and/or Defective Mortgagee Protection Clause (Lender)

Policy Number: SAMPLE 0001

This Appendix is part of the above-numbered Policy.

#### Insured Risks

- The Borrower's Lease is defective and/or does not contain a clause for the protection of the Insured (the
  mortgage lender) for the Landlord to notify them should the Borrower not comply with the provisions of the
  Lease (throughout the Period of Insurance) which may result in the Landlord exercising their rights of re-entry
  and forfeiture in respect of any of the following:
  - (a) Non payment of ground rent and/or service charges by the Borrower,
  - (b) Breach of covenants by the Borrower,
  - (c) Bankruptcy/insolvency of the Borrower,
  - (d) Failure to comply with lease obligations by the Borrower.

#### **Additional Conditions**

- Within two months of the Inception Date You will notify the Landlord in writing of Your interest in the Lease and request that the Landlord notifies You in the event of any breaches the Borrower has made under the terms of the Lease.
- 2. In the event of the Landlord attempting to determine the Lease You will take all reasonable and necessary steps to obtain relief against forfeiture and/or a vesting order.
- 3. In the event you become aware of a Borrowers breach or potential breach which could give rise to a claim You will contact Us as soon as reasonably possible.
- 4. In the event the Borrower fails to make mortgage payments for 2 months, You will ask the Landlord fordetails of any arrears owed by the Borrower to the Landlord (with the prior permission of the Insurer) and You will pay sums on demand from the Landlord and will take all reasonable steps to protect their interest in the Property including applying to court for relief against forfeiture or for a vesting order.

#### Additional Exclusions

- 1. Any Loss arising from an assignment of the Lease to You by the Borrower after the Inception Date .
- 2. Any Loss arising from any any past breaches to the Lease prior to the Inception Date and which the Insured has actual knowldege.
- 3. Any Loss arising where the Insured has been notified by the Landlord in respect of rights of re-entry/ forfeiture.

## Loss

- The Shortfall on the Mortgage to the Borrower secured against the Property due to the Borrower breaching the
  terms of the Lease throughout the Period of Insurance, which results in the Landlord exercising their rights of
  forfeiture and re-entry to the Property without having first notified the Insured due to the lack of mortgagee
  protection clause, including:
  - (a) Reasonable legal and other professional fees and expenses which the Insurer allows or requests You in writing to incur so as to commence, defend or make a settlement in a legal action relating to an Adverse Matter relating to an Insured Risk defined in this Appendix (which may include making an application to a court or the Upper Chamber (Lands Tribunal)).
  - (b) Damages, compensation, costs and/or expenses (but not fines or other penalties) which You have to pay because of an Order relating to an Insured Risk defined in this Appendix.
  - (c) The irrecoverable Shortfall on the Mortgage sustained by You upon forfeiture of the Lease or re-entry into the Property by the Borrower's Landlord.
  - (d) The cost of an out-of-court settlement relating to an Adverse Matter relating to an Insured Risk defined in this Appendix which the Insurer allows or requests You in writing to make.
  - (e) Any other costs and expenses You incur with the Insurer's written consent because of an Insured Risk defined in this Appendix.

# Statements of Fact

- A. The Property is located in England or Wales; and
- B. All rents and service charge payments due have been paid and receipted; and
- C. There are no known breach of covenant(s) contained within the lease and if there are, these do not relate to the Insured Use of the Property and occurred at least 3 years ago; and
- D. The assignor, assignee and bank have no knowledge of enforcement action having been taken or intended to be taken in respect of past breach(es) of the Lease; and
- E. The assignor, assignee and bank have not communicated with the Landlord in respect of any existing breach(es); and
- F. The Borrower(s) have satisfied the lender's lending criteria in respect of the proposed mortgage; and
- ${\sf G.} \qquad {\sf The \, Borrower}({\sf s}) \ {\sf are \, not \, the \, subject \, of \, any \, past \, or \, pending \, bankruptcy \, or \, insolvency \, proceedings; \, and \, {\sf subject \, of \, any \, past \, or \, pending \, bankruptcy \, or \, insolvency \, proceedings; \, and \, {\sf subject \, of \, any \, past \, or \, pending \, bankruptcy \, or \, insolvency \, proceedings; \, and \, {\sf subject \, of \, any \, past \, or \, pending \, bankruptcy \, or \, insolvency \, proceedings; \, and \, {\sf subject \, of \, any \, past \, or \, pending \, bankruptcy \, or \, insolvency \, proceedings; \, and \, {\sf subject \, of \, any \, past \, or \, pending \, bankruptcy \, or \, insolvency \, proceedings; \, and \, {\sf subject \, of \, any \, past \, or \, pending \, bankruptcy \, or \, insolvency \, proceedings; \, and \, {\sf subject \, of \, any \, past \, or \, pending \, bankruptcy \, or \, insolvency \, proceedings; \, and \, {\sf subject \, of \, any \, past \, or \, pending \, bankruptcy \, or \, insolvency \, proceedings; \, and \, {\sf otherwise} \, {\sf$
- H. The proposer has obtained a clear bankruptcy search against the Borrower's name(s); and
- I. On the date the policy is ordered the assignor, assignee and bank is not aware of any matter which is likely to give rise to a claim, other than any matter already disclosed to the Administrator.

# Insurance Product Information Document

Company: Great Lakes Insurance UK Limited

Product: Lack of and/or Defective Mortgagee Protection Clause (Lender)

Great Lakes Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This Insurance Product Information Document is only intended to provide a summary of the main coverage and exclusions and is not personalised to your specific individual needs in any way. Complete pre-contractual and contractual information on the product is provided in your policy documentation.

# What is this type of insurance?

This policy provides protection to the lender for any shortfall on the mortgage advance secured on the property following forfeiture of the borrower's lease by the freeholder of the property, where the lender has not had an opportunity to apply for relief resulting from the lease not containing a mortgagee protection clause or, containing a defective provision.



# What is insured?

- The lender is protected for financial loss arising out of a lack of mortgagee protection clause where the lender has not been able to apply for relief from forfeiture following the borrowers breach of the lease resulting from:
  - ✓ Non-payment of ground rent, service charges
  - ✓ breach of covenants
  - √ bankruptcy/insolvency
  - √ failure to comply to lease obligations.
- ✓ Financial loss includes:
  - the amount by which the value of the property is reduced.
  - any shortfall on the mortgage resulting out of the risk insured. any other costs and expenses you incur with the insurer's written consent.

(See policy for full terms)



# What is not insured?

- The Insurer can refuse to pay a loss or reduce any payment for the loss because:
  - the borrower assigns the lease to you after the Inception date.
  - of losses which formed part of past breaches and which you were aware of prior to the inception date.
  - you were notified by the Landlord of their plans to forfeit as if the mortgagee protection clause was in the lease.

(See policy for full terms)



# Are there any restrictions on cover?

- ! You are restricted from claiming any loss in excess of the sum insured as defined in your policy.
- ! You will not disclose this insurance policy to any third party.
- You will not make an admission of liability or incur any costs or expenses without the prior written approval from the insurer.
- ! You will not communicate with any party who it is reasonable to believe, may have an interest to enforce the losses insured, unless otherwise agreed by the insurer.

(See policy for full restrictions)



# Where am I covered (Geographical Limits)?

✓ You are covered at the risk address(es) shown on your schedule of insurance.



# What are my obligations?

- Within two months of the inception date the lender will notify the Landlord in writing of their interest in the lease and request that the Landlord notifies them in the of any breaches by the Landlord.
- In the event the Landlord attempts to determine the borrower's lease the lender will take reasonable steps to apply for relief against forfeiture and/or a vesting order.
- In the event the borrower fails to make mortgage payments for a period of 2 consecutive months you will contact the Landlord to ask whether there are any other arrears and only with the prior permission of the insurer. If arrears are due you will take immediate steps to apply for relief.
- In the event of you become aware of a breach by the borrower you will contact us as soon as reasonably possible.
- You must adhere to the terms and conditions of the policy.
- As soon as any circumstances which are likely to lead to a claim under the policy become known to you, please write with details to the Claims Manager at claims@clspropertyinsight.co.uk quoting the policy number. Please be aware of the claims conditions and general conditions of the policy.



# When and how do I pay?

You will pay the premium to your insurance broker, agent or intermediary who acted on your behalf to place your insurance with us within the agreed payment terms between you and them. If you placed the insurance directly with us, you will pay us within 14 days of the inception date.



# When does the cover start and end?

The cover will start from the inception date as documented in the property schedule of this policy.

The duration of the policy is for a period co-extensive with the term of the Mortgage.



# How do I cancel the contract?

This Policy may be cancelled by contacting the Cancellations Department at cancellations@clspropertyinsight.co.uk within 14 days from the inception date. Provided no claim has been made or is pending, any premium paid will be refunded in full. No refund of premium will be available if the policy is cancelled after 14 days from the inception date.

If the premium is not paid to us within 14 days, we have the right to cancel the policy from the inception date. Notice will be sent in the post.

If this policy is cancelled, this may breach a condition of a loan secured over the property or other terms for the sale of the property.



# **Initial Disclosure Document**

# To the Intermediary

This document must be revealed to the ultimate policyholder (including any lender's interest) before the conclusion of the insurance contract.

If you are a Solicitor, Licensed Conveyancer or Legal Executive you should disclose this document to your client and/or their lender and/or the purchaser's legal representative for the benefit of their client and/or lender prior to the conclusion of the insurance contract.

# To the Policyholder

Who are we?

CLS Property Insight Limited is a specialist insurance intermediary, who arranges legal indemnity insurance. We can be contacted by email info@clspropertyinsight.co.uk.

Whose policies we offer?

We offer a range of insurance products from a number of insurers all of whom are authorised and regulated to provide insurance in the United Kingdom by the FCA, and all of whom we are satisfied have satisfactory financial strength and credit ratings for the type of risk and level of cover we provide.

What Services do we provide?

We assume you are reading this because you have received professional advice that identified a need for the insurance policy requested. We are not permitted to provide advice on your requirement for the insurance policy, or recommend how you should proceed. You will need to make your own choice about how to proceed and we recommend that this is done with guidance from your professional advisor.

Payment for our services CLS Property Insight Limited will not charge you a fee for arranging the insurance policy. Should you decide to proceed with purchasing the insurance policy you will be charged the premium that applies to the insurance policy you request. You may be charged an administration fee by the intermediary who arranges the policy for you. The intermediary will be responsible for disclosing the amount of their administration fee to you.

Our regulatory status

CLS Property Insight Limited is authorised and regulated by the Financial Conduct Authority. Our Reference number is 718255. Our permitted business is arranging non-investment insurance contracts. You can check this on the FCA Register by visiting their website <a href="https://www.fca.org.uk/register">www.fca.org.uk/register</a> or by contacting the FCA on 0800 111 6768.

What the Financial Conduct Authority is

The FCA is an independent body that regulates the financial service industry (including general sales and administration) in the UK. The FCA requires that we provide this document for your information.

The FCA requires us to provide you with this document for your information. We recommend that you use the information provided in this document to help you decide if our services are right for you.

What to do if you have a complaint

We aim to provide an excellent service. If You have any cause for complaint You should, in the first instance, contact the **Administrator** at **complaints@clspropertyinsight.co.uk**. Please quote the details of the Policy (surname and initials, policy number and property address). If the matter is not resolved to Your satisfaction, please write to:

Complaints Manager, ERGO UK Specialty Limited Munich RE Group Offices by post to 10 Fenchurch Avenue London, EC3M 5BN, or by email to complaints@ergo-commercial.co.uk, or telephone them on 020 3003 7130.

If You are still dissatisfied then You may have a right to refer Your complaint to:

The Financial Ombudsman Service

Exchange Tower London E14 9SR

 $0800\ 023\ 4\ 567$  Calls to this number are now free on mobile phones and landlines  $0300\ 123\ 9\ 123$  Calls to this number cost no more than calls to 01 and 02 numbers

Email at: complaint.info@financial-ombudsman.org.uk.

The existence, and Your use of, this complaints process is without prejudice to Your other rights under this insurance and to Your rights in law.

The Financial Services Compensation Scheme (FSCS) Great Lakes Insurance UK Limited 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 0800 678 1100.