

DISCLAIMER

This document is a sample of our product.

This sample does not include any risk specific detail relating to the property to be insured.

*To generate a draft wording which is specific to the property, please proceed with your order and save as a draft and/or convert to a live order.
The draft will contain all agreed attributes on the property such as relevant statements of fact and other risk options you may have selected in the ordering process.*

SAMPLE

Lost Share Certificate Policy Samples

Page No's.	Policy Type
3 – 13	Lost Share Certificate Insurance – Countersigned Registrar Protection Policy.
14 – 23	Lost Share Certificate Insurance - Full Indemnity Shareholder/Executor Protection Policy.

Lost Share Certificate Insurance – Countersign Registrar Protection Policy

SAMPLE

Lost Share Certificate Insurance (Countersign)

Policy Schedule

Policy Number: SAMPLE 0001

Insurer	Great Lakes Insurance UK Limited is a company incorporated in England and Wales with company number 13436330 and registered office address is 1 Fen Court, London, United Kingdom, EC3M 5BN. Great Lakes Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 955859. You can check this on the Financial Services Register by visiting https://register.fca.org.uk/s/ .
Insured/You/Your	Mr Registrar, being the Registrar, whom shall be bound by the terms of this Policy
Shareholder:	Mr Shareholder
Lost Share Indemnity:	The Letter of Indemnity dated 00/00/0000 in favour of the Insured entered into by [<i>the shareholder or Personal Representatives in the case of a probate/executory case</i>] and the Insurer and which is attached at Appendix 1.
Lost Share Certificate:	The original share certificate reference 00000 for 00000 ordinary shares in Sample which is lost or missing and for which the Registrar has issued a replacement share certificate but has in turn required a Lost Share Indemnity to be provided
Limit of Indemnity:	£0.00.
Premium	£0.00. inclusive of Insurance Premium Tax of £0.00.
Inception Date	00/00/0000
Period of Insurance	From the Inception Date and continuing in perpetuity.

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.

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.


T. Plews, Director
 Signed by CLS Property Insight 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	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.
Adverse Matter	Any communication from the Insured or to the Insured from any third party concerning the Lost Share Certificate.
Loss	1. The amount of the Shareholder's liability to the Registrar under the terms of the Lost Share Indemnity 2. All other costs and expenses incurred with the prior written consent of the Insurer.

Registrar

The share registrar responsible for the issue of a replacement share certificate to the shareholder

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.

The Insurer shall indemnify the Insured in respect of Loss sustained by the Insured arising directly as a result of a claim by the Registrar under the terms of the Lost Share Indemnity in the event that Shareholder fails or refuses to indemnify the Insured for such Loss.

Exclusions

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

1. Any Lost Share Certificate where the Registrar has not at or prior to the Inception Date placed a “stop” against the Lost Share Certificate; and/or
2. Any sums not legally due to the Registrar under the terms of the Lost Share Indemnity; and/or
3. Loss arising wholly or partly because of the wilful act or neglect of the Insured after the Inception Date; and/or
4. You make a claim under this Policy knowing that it is false or fraudulent; and/or
5. Your deliberate or reckless failure to disclose to the Insurer every material circumstance which You know 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; and/or
6. 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.
7. 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.

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. You 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 claim or reduce the amount of Loss that it is obliged to pay You or Your mortgage lender.
2. The costs of dealing with an Adverse Matter will be paid by the Insurer. For this reason, You must allow the Insurer to participate fully in any defence, negotiation or settlement of an Adverse Matter and, in particular You 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 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 to minimise Loss or contest, avoid, resist, compromise or otherwise defend against an Adverse Matter, 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 have any other insurance in place which would allow You to claim for all or part of any Loss, You 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.
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 the breach of these conditions is responsible for increasing the amount of Loss.

1. Unless the Insurer gives its written consent, You will not:
 - a. disclose that this Policy exists, except to any legal adviser to the Insured;
 - b. communicate about an Adverse Matter with a third party;
2. This Policy will be governed by and construed in accordance with the law of England and Wales or Scotland and is subject to the jurisdiction of the courts of England and Wales or Scotland.
3. 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.
4. In the event that the insurer is required to pay a claim under this Policy in the event of non-payment by the Shareholder, the Insurer shall be entitled to take subrogation action against the Shareholder for non-payment of the amount of any claim made by the Insured
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/We/Us is authorised to do so.
6. The Insurer may, at its own discretion and its own expense but with Your 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 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 You or on Your behalf because of an Adverse Matter, the Insurer will immediately be entitled to any rights that You may have had in relation to that Adverse Matter.
8. If You disagree 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 You and the Insurer. If the disagreement is referred to arbitration, You 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 You.
9. The Insurer has authorised Us to give any consent required by a condition of this Policy on its behalf.

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.

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 1 Fen Court, 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.

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 <https://orders.cls.co.uk/assets/documents/Privacy%20Notice.pdf> or contact our Compliance Manager at: 26 Kings Hill Avenue, West Malling, Kent, ME19 4AE or by email: Compliance@clspropertyinsight.co.uk 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 roll, third party databases available to the insurance industry, other insurance firms, loss adjusters and/or other parties involved in the process of administering 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.

Great Lakes UK Limited and ERGO UK Specialty Limited Privacy Notice

Great Lakes UK Limited and ERGO UK Specialty Limited may process certain information in connection with this policy, which may be defined as personal and/ or sensitive personal information.

For more detailed information or to contact us, please see the details within the relevant privacy notice (as referred to below).

Great Lakes Insurance UK Limited privacy notice:

https://www.munichre.com/content/dam/munichre/contentlounge/website-pieces/documents/Great-Lakes-Insurance-UK-Information-Notice.pdf/_jcr_content/renditions/original./Great-Lakes-Insurance-UKInformation-Notice.pdf.

ERGO UK Specialty Limited privacy notice: <https://www.ergo-specialty.co.uk/policies/privacy-policy>.

SAMPLE

Insurance Product Information Document

Company: Great Lakes Insurance UK Limited

Product: Lost Share Certificate (Countersign)

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 protects the Registrar in the event that the Shareholder does not fulfil their obligations under the Lost Share Indemnity.



What is insured?

Loss you incur which arises out of an insured risk and includes:

- ✓ the amount of the Shareholder's liability to the Registrar under the terms of the Lost Share Indemnity
- ✓ all other costs and expenses incurred with the prior written consent of the Insurer.



What is not insured?

The Insurer can refuse to pay a loss or reduce any payment for the loss because:

- ✗ Your deliberate or reckless failure to disclose to the Insurer every material circumstance which You know 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
- ✗ any lost share certificate where the Registrar has not at or prior to the Inception Date placed a "stop" against the Lost Share Certificate
- ✗ any sums not legally due to the Registrar under the terms of the Lost Share Indemnity
- ✗ Loss arising wholly or partly because of the wilful act or neglect of the Insured after the Inception Date; and/or
- ✗ You make a claim under this Policy knowing that it is false or fraudulent; and/or
- ✗ Of Your deliberate or reckless failure to disclose to the Insurer every material circumstance which You know 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.



Are there any restrictions on cover?

!

Unless the Insurer gives its written consent, You will not:

- ! disclose that this Policy exists, except to any legal adviser to the Insured;
- ! communicate about an Insured Risk with a third party.



Where am I covered (Geographical Limits)?

- ✓ Lost Share Certificates in England and Wales only.



What are my obligations?

- You are required to keep to the conditions as shown in your full policy documentation.
- 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 in perpetuity (the cover does not have an end date).



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 do 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 www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.
What the Financial Conduct Authority is	<p>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.</p> <p>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.</p>
What to do if you have a complaint	<p>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). If the matter is not resolved to Your satisfaction, please write to:</p> <p>Complaints Manager, ERGO UK Specialty Limited Munich RE Group Offices by post to 1 Fen Court, London EC3M 5BN, or by email to complaints@ergo-commercial.co.uk, or telephone them on 020 3003 7130.</p> <p>If You are still dissatisfied, then You may have a right to refer Your complaint to:</p> <p>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.</p> <p>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.</p>
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.

Policy Number: SAMPLE 0001

Appendix 1: Lost Share Certificate Indemnity

This Appendix is part of the above-numbered Policy.

Lost Share Certificate Insurance – Full Indemnity Shareholder/Executor Protection Policy

SAMPLE

Lost Share Certificate Insurance (Full Indemnity)


Policy Schedule

Policy Number: SAMPLE 0001

Insurer	Great Lakes Insurance UK Limited is a company incorporated in England and Wales with company number 13436330 and registered office address is 1 Fen Court, London, United Kingdom, EC3M 5BN. Great Lakes Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 955859. You can check this on the Financial Services Register by visiting https://register.fca.org.uk/s/ .
Insured/You/Your	The Shareholder (<i>or in the case of probate/executry, the Personal Representatives</i>).
Lost Share Certificate Indemnity:	The indemnity dated 00/00/0000 given to the Registrar by the Insured and countersigned by the Insurer as a consequence of the agreement by the Registrar to issue a replacement share certificate to the Insured in respect of the Lost Share Certificate and is attached at Appendix 1: Lost Share Certificate Indemnity
Lost Share Certificate:	The share certificate in respect of 000 shares in Sample valued at £0.00 at the date of issue of a replacement share certificate by the Registrar
Limit of Indemnity:	£0.00.
Premium	£0.00 inclusive of Insurance Premium Tax of £0.00.
Inception Date	00/00/0000
Period of Insurance	From the Inception Date and continuing in perpetuity.

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.


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.
Adverse Matter	Any communication from the Registrar or from a third party concerning the Lost Share Certificate and/or the Lost Share Certificate Indemnity.
Loss	<ol style="list-style-type: none">1. The Insured's liability for payment of any sums due to the Registrar under the Lost Share Certificate Indemnity.2. The cost of any settlement made out of court with the prior written consent of the Insurer.3. Costs and expenses incurred by the Insured with the prior written consent of the Insurer in taking or defending any action at law or otherwise.

4. All other costs and expenses incurred with the prior written consent of the Insurer.

Registrar

The share registrar responsible for the issue of a replacement Lost Share Certificate to the Insured and in favour of which the Insured has issued a Lost Share Certificate Indemnity.

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.

The Insurer shall indemnify the Insured in respect of Loss sustained by the Insured arising directly as a result of a claim by the Registrar against the Insured under the terms of the Lost Share Indemnity and shall relieve the Insured of any liability they have to the Registrar under the terms of the Lost Share Certificate Indemnity.

Exclusions

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

1. Where the Insured had knowledge of the existence or whereabouts of the Lost Share Certificate at the Inception Date; and/or
2. Where the Registrar does not enforce the Lost Share Certificate Indemnity against the Shareholder; and/or
3. Loss arising wholly or partly because of the wilful act or neglect of the Insured after the Inception Date; and/or
4. You make a claim under this Policy knowing that it is false or fraudulent; and/or
5. Loss arising from a deliberate or reckless failure to disclose to the Insurer every material circumstance which You know 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; and/or
6. 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.
7. 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.

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. You 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 claim or reduce the amount of Loss that it is obliged to pay You or Your mortgage lender.
2. It is a condition precedent to the Insurer's liability that the Insured shall not communicate with the Registrar on any matter relating to any claim under the Lost Share Indemnity without the written consent of the Insurer
3. The costs of dealing with an Adverse Matter will be paid by the Insurer. For this reason, You must allow the Insurer to participate fully in any defence, negotiation or settlement of an Adverse Matter and, in particular You 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 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 to minimise Loss or contest, avoid, resist, compromise or otherwise defend against an Adverse Matter, 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.

4. If, at the time a claim is made under this Policy, You have any other insurance in place which would allow You to claim for all or part of any Loss, You 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.
5. 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 the breach of these conditions is responsible for increasing the amount of Loss.

1. Unless the Insurer gives its written consent, You will not:
 - a. disclose that this Policy exists, except to any legal adviser to the Insured;
 - b. communicate about an Adverse Matter with a third party;
2. This Policy will be governed by and construed in accordance with the law of England and Wales or Scotland and is subject to the jurisdiction of the courts of England and Wales or Scotland.
3. 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.
4. 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/We/Us is authorised to do so.
5. The Insurer may, at its own discretion and its own expense but with Your 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 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.
6. If the Insurer agrees or is obliged to make any payment to You or on Your behalf because of an Adverse Matter, the Insurer will immediately be entitled to any rights that You may have had in relation to that Adverse Matter.
7. If You disagree 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 You and the Insurer. If the disagreement is referred to arbitration, You 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 You.
8. The Insurer has authorised Us to give any consent required by a condition of this Policy on its behalf.

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.

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 1 Fen Court, 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.

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 <https://orders.clsl.co.uk/assets/documents/Privacy%20Notice.pdf> or contact our Compliance Manager at: 26 Kings Hill Avenue, West Malling, Kent, ME19 4AE or by email: Compliance@clspropertyinsight.co.uk 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 roll, third party databases available to the insurance industry, other insurance firms, loss adjusters and/or other parties involved in the process of administering 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.

Great Lakes UK Limited and ERGO UK Specialty Limited Privacy Notice

Great Lakes UK Limited and ERGO UK Specialty Limited may process certain information in connection with this policy, which may be defined as personal and/or sensitive personal information.

For more detailed information or to contact us, please see the details within the relevant privacy notice (as referred to below).

Great Lakes Insurance UK Limited privacy notice:

https://www.munichre.com/content/dam/munichre/contentlounge/website-pieces/documents/Great-Lakes-Insurance-UK-Information-Notice.pdf/_jcr_content/renditions/original/Great-Lakes-Insurance-UKInformation-Notice.pdf.

ERGO UK Specialty Limited privacy notice: <https://www.ergo-specialty.co.uk/policies/privacy-policy>.

Insurance Product Information Document

Company: Great Lakes Insurance UK Limited

Product: Lost Share Certificate (Full Indemnity)

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 protects the shareholder in the event the Registrar enforces the shareholders obligations under the Lost Share Certificate Indemnity .



What is insured?

Loss you incur which arises out of an insured risk and includes:

- ✓ the Insured's liability for payment of any sums due to the Registrar under the Lost Share Certificate Indemnity; and/or
- ✓ the cost of any settlement made out of court with the prior written consent of the Insurer; and/or
- ✓ costs and expenses incurred by the Insured with the prior written consent of the Insurer in taking; and/or
- ✓ defending any action at law or otherwise; and/or
- ✓ all other costs and expenses incurred with the prior written consent of the Insurer.



What is not insured?

The Insurer can refuse to pay a loss or reduce any payment for the loss because:

- ✗ any lost share certificate where the Registrar has not at or prior to the Inception Date placed a "stop" against the Lost Share Certificate
- ✗ any sums not legally due to the Registrar under the terms of the Lost Share Indemnity
- ✗ Loss arising wholly or partly because of the wilful act or neglect of the Insured after the Inception Date; and/or
- ✗ You make a claim under this Policy knowing that it is false or fraudulent; and/or
- ✗ of Your deliberate or reckless failure to disclose to the Insurer every material circumstance which You know 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.



Are there any restrictions on cover?



Unless the Insurer gives its written consent, You will not:

- ! disclose that this Policy exists, except to any legal adviser to the Insured;
- ! communicate about an Insured Risk with a third party.



Where am I covered (Geographical Limits)?



Lost Share Certificates in England and Wales only.



What are my obligations?

- You are required to keep to the conditions as shown in your full policy documentation.
- 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 in perpetuity (the cover does not have an end date).



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 do 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 www.fca.org.uk/register 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). 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 1 Fen Court, 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.

Policy Number: SAMPLE 0001

Appendix 1: Lost Share Certificate Indemnity

This Appendix is part of the above-numbered Policy.