

## Insolvency Act Indemnity Insurance Policy


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 on the Inception Date the Insurer may reject Your claim.

### Schedule

Policy Number: **SAMPLE 0001**

<b>Insurer</b>	ERGO Versicherung AG, UK Branch , Registered Office: 55 King William Street, London, EC4R 9AD. Authorised and regulated by the Financial Conduct Authority.
<b>Insured/You/Your</b>	Mr and Mrs Sample and future owners or occupants of the Property and Your/their mortgage lender(s).
<b>Property</b>	1, Sample Lane, Sampletown, Sampleshire, AA1 1AA.
<b>Limit of Indemnity</b>	£0 in total. This amount will increase to match actual increases in the value of the Property, up to a maximum of 200% of the sum stated here.
<b>Premium</b>	£0.00 (including Insurance Premium Tax of £0.00).
<b>Inception Date</b>	00/00/0000
<b>Period of Insurance</b>	From the Inception Date, and continuing in perpetuity.
<b>Insured Risk(s)</b>	The matters set out in an Insured Risk Appendix attached to this Policy.

*R P Partington*  
R P Partington, Director,  
CLS Risk Solutions Ltd



Signed by CLS Risk Solutions Limited on behalf  
and with the authority of the Insurer

### Definitions

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

<b>Administrator/We/Us</b>	CLS Risk Solutions Ltd.
<b>Adverse Matter</b>	Any communication from a third party to You in relation to an Insured Risk.
<b>Insured Risk</b>	A matter defined in an Insured Risk Appendix attached to this Policy which may interfere with Your use of the Property.
<b>Loss</b>	Financial loss as described in an Insured Risk Appendix attached to this Policy which You have suffered because of an Insured Risk.
<b>Order</b>	A decision made by a court (or another recognised body with authority to make a decision that is legally binding on You) in relation to an Adverse Matter.
<b>Statements of Fact</b>	The statements shown as "Statements of Fact" in an Insured Risk Appendix, being statements confirmed to Us in relation to the Insured Risk(s) and relied upon by the Insurer when deciding to insure the Insured Risk(s).

## Cover

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

## Protection for Mortgage Lenders and Successors in Title

The Insurer will not refuse to pay a claim to Your mortgage lender or a future owner or occupant of the Property who acquires the benefit of this Policy after the Inception Date because a Statement of Fact made to Us was not true, unless that mortgage lender or future owner or occupant had knowledge that the Statement of Fact was not true on the date that it was made.

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

## Exclusions

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

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

## Claims Conditions

**When You 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 Your breach 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.

## 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 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 a potential purchaser of the Property, their mortgage lender and the legal advisers of each;
  - b. communicate about an Insured Risk with a third party;
  - c. make an application to any court or other competent tribunal or the Land Registry in connection with an Insured Risk without the Insurer's prior written consent.
2. This Policy will be governed and interpreted under the law of England and Wales and will be subject to the jurisdiction of the courts of England and Wales.
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 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 or, failing agreement, by the President at that time of the Royal Institution of Chartered Surveyors. 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.
  9. You must comply with any Additional Condition contained in an Insured Risk Appendix attached to this Policy.

## Cancellation Rights

You can cancel this Policy only by notifying the Administrator within 14 days of the Inception Date by email [cancellations@clsrs.co.uk](mailto:cancellations@clsrs.co.uk).

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

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

## Making a Claim

All communication by You relating to a claim or a possible claim must be notified to Us by email [claims@clsrs.co.uk](mailto:claims@clsrs.co.uk) giving details of the Policy (name of the Insured, the Policy number and the Property address).

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

## Complaints Procedures

We and the Insurer both aim to provide an excellent service. If You have any cause for complaint You should first contact **The Underwriting Director by email [complaints@clsrs.co.uk](mailto:complaints@clsrs.co.uk)** giving details of the Policy (name of the Insured, the Policy number and the Property address).

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

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

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

## Financial Services Compensation Scheme (FSCS)

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

## Use of Your Data

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

## Insured Risk Appendix Insolvency Act Indemnity

**Policy Number: SAMPLE 0001**

This Appendix is part of the above-numbered Policy.

- Insured Risks**
1. A transfer of the title to the Property may be subject to the provisions of Sections 339-342 of the Insolvency Act 1986.
- Additional Conditions**
1. You will not sell or give Your consent to the sale of the Property for a period of 6 months following the Inception Date.
- Additional Exclusions**
1. Loss arising from a judgement or bankruptcy proceedings in a jurisdiction other than England or Wales.
  2. Loss sustained by You if You have any common business interest with either of the parties to the Undervalue Transaction or the Gift.
- Loss**
1. 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 (which may include making an application to a court or the Upper Chamber (Lands Tribunal)).
  2. Any sum paid pursuant to an Order or with the Insurer's written consent to protect Your interest in the Property.
  3. The amount by which the value of the Property is reduced by the effect of an Order.
  4. The cost of an out-of-court settlement relating to an Adverse Matter which the Insurer allows or requests You in writing to make.
  5. Any other costs and expenses You incur with the Insurer's written consent because of an Insured Risk.
- Statements of Fact**
- A. The Property is a single house or flat in England or Wales; and
  - B. The party to be insured is not a party to the gift or undervalue transaction; and
  - C. The party to be insured does not have a common business interest with any party to the gift or undervalue transaction; and
  - D. The parties to the gift or undervalue transaction are not company directors; and
  - E. The party gifting or selling the Property at undervalue is not self-employed; and
  - F. The party gifting or selling the Property at undervalue does not hold a 5% or more shareholding in any company; and
  - G. The party gifting or selling the Property at undervalue confirms that the gift or sale is not being made to avoid creditors' recourse to the Property; and
  - H. A recent bankruptcy search against the party gifting or selling the Property at undervalue contains no entries; and
  - I. The party gifting or selling the Property at undervalue confirms that their assets will exceed their liabilities following completion of the gift or sale.

## Policy Summary – Insolvency Act Indemnity Insurance

<b>Insurer</b>	ERGO Versicherung AG, UK Branch , 55 King William Street, London, EC4R 9AD. ERGO Versicherung AG is part of the Munich Re Group.
<b>Type of Insurance and Cover</b>	This policy provides protection if the transfer of Your Property is set aside because of matters contained within the Insolvency Act 1986.
<b>Significant Features and Benefits</b>	<p>The duration of the policy is in perpetuity. The policy continues to protect You even after You no longer own the Property and extends automatically to future owners/occupants and their mortgage lenders.</p> <p>This policy protects You, Your lender and anyone who buys Your Property against the consequences of an Insured Risk which existed at the Inception Date of the policy. We will pay to defend or settle a dispute involving the Insured Risk and indemnify You for Loss in the event this action is unsuccessful.</p>
<b>Losses Covered</b>	<p>Loss You incur which arises out of an Insured Risk and includes:</p> <ol style="list-style-type: none"><li>1. damages, compensation, costs and/or expenses (but not fines or other penalties) which You have to pay because of an Order;</li><li>2. the amount by which the value of the Property is reduced by the effect of an Order;</li><li>3. any other costs and expenses You incur with the Insurer's written consent because of an Insured Risk.</li></ol>
<b>Significant and Unusual Exclusions or Conditions</b>	<ol style="list-style-type: none"><li>1. The Insurer can refuse to pay Loss or reduce any payment of Loss because:<ol style="list-style-type: none"><li>a. You confirmed a statement of fact to Us which You knew or could reasonably have been expected to know was not true; and/or</li><li>b. You make a claim knowing that it is false or fraudulent; and/or</li><li>c. You disclose that this policy exists to another person who is not a potential purchaser of the Property, their mortgage lender or the legal advisers of each.</li></ol></li><li>2. Additional exclusion(s) contained in the Insured Risk Appendix attached to this Policy.</li></ol>
<b>Cancellation Rights</b>	<p>You or Your Lender can cancel this Policy only by notifying the Administrator within 14 days of the Inception Date by email <a href="mailto:cancellations@clsrs.co.uk">cancellations@clsrs.co.uk</a>.</p> <p>Rights are reserved on refunding any Premium if a claim has already been made on this Policy. If no claim has been made any Premium paid will be refunded, but a reasonable deduction may be made for administration costs. The policy will then be cancelled as from the Inception Date.</p> <p><b>If this Policy is cancelled, this may be a breach of conditions attached to Your mortgage or a condition in a contract of the sale of the Property</b></p>
<b>Making a Claim</b>	<p>All communication by You or Your Lender relating to a claim or a possible claim must be notified to Us by email <a href="mailto:claims@clsrs.co.uk">claims@clsrs.co.uk</a> giving details of the Policy (name of the Insured, the Policy number and the Property address).</p>

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

## 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

<b>Who are we?</b>	CLS Risk Solutions Ltd is a specialist insurance intermediary, who arranges legal indemnity insurance. We can be contacted by email to <a href="mailto:info@clsrs.co.uk">info@clsrs.co.uk</a> .
<b>Whose policies we offer?</b>	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.
<b>What Services do we provide?</b>	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.
<b>Payment for our services</b>	CLS Risk Solutions Ltd 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.
<b>Our regulatory status</b>	CLS Risk Solutions Ltd is authorised and regulated by the Financial Conduct Authority. Our Reference number is 514681. Our permitted business is arranging non-investment insurance contracts. You can check this on the FCA Register by visiting their website <a href="http://www.fca.org.uk/register">www.fca.org.uk/register</a> or by contacting the FCA on 0800 111 6768.
<b>What the Financial Conduct Authority is</b>	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.
<b>What to do if you have a complaint</b>	<p>If You or Your Lender have any cause for complaint You or Your Lender should first contact <b>The Underwriting Director by email <a href="mailto:complaints@clsrs.co.uk">complaints@clsrs.co.uk</a></b> giving details of the Policy (name of the Insured, the Policy number and the Property address).</p> <p>If the matter is not resolved to Your or Your Lender's satisfaction You or Your Lender can write to <b>The Complaints Manager, ERGO Versicherung AG, UK Branch, 4th Floor, 35 Newhall Street, Birmingham, B3 3PU (Tel: 0121 200 5822, Fax: 0121 236 2889)</b>.</p> <p>If You or Your Lender are still dissatisfied, You or Your Lender may have a right to refer Your or Your Lender's complaint to <b>The Financial Ombudsman Service, Exchange Tower, London, E14 9SR (Tel: 0800 0234 567, Email: <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a>)</b>.</p> <p>The existence and Your or Your Lender's use of this complaints process does not affect Your or Your Lender's other rights under this Policy or Your or Your Lender's rights in law.</p>
<b>The Financial Services Compensation Scheme (FSCS)</b>	ERGO Versicherung AG, UK Branch is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation under FSCS if You are a "retail customer" as defined by the Financial Conduct Authority. Further details can be obtained from <a href="http://www.fscs.org.uk">www.fscs.org.uk</a> or by telephone on 020 7741 4100