

Your ref: LT  
Our ref: EH 0615

18 June 2015

By E-Mail only

Laura Thurlow  
Rexton Law



LEGAL AND INSURANCE SERVICES LIMITED  
P.O. BOX 234, TUNBRIDGE WELLS,  
KENT TN3 0LX  
TELEPHONE (01892) 863863  
FAX (01892) 861025  
Website: [www.goodtitle.co.uk](http://www.goodtitle.co.uk)  
E-mail: [enquiries@goodtitle.co.uk](mailto:enquiries@goodtitle.co.uk)

Dear Laura

Re: Defective Title (Lack of Consent) Indemnity Enquiry  
40 Gordon Road London N9 0LU

Thank you for your email.

Please note that any problems, disputes, approaches to third parties or other matters pertaining to the concern for which cover is sought are deemed to be material to our consideration of the risk and must be declared. Non-disclosure could lead to any cover that is arranged being void.

You should also note that we do not offer advice about the problem you have identified and for which you are seeking cover, nor on the suitability of the insurance, but have arranged the following premium quotation in response to your proposal and based on the information that has been provided to us.

Liberty Legal Indemnities have quoted a single premium of £250.00, plus Insurance Premium Tax of £15.00, making a total of £265.00, for a policy in this case with a limit of indemnity of £400,000, with the policy to be in favour of the buyers to include successors in title and any mortgagees of the property.

The full extent of the cover to be provided by the policy will be as shown in the enclosed draft Schedule and the standard version of Liberty's policy wording. The key feature of the proposed policy is to defend the insured's position should the local authority take enforcement action.

The quotation is subject to no approach being made by or on behalf of the insured to any third party including the Local Authority with a view to trying to rectify the defect. Any such approach will void the premium quotation and any policy issued pursuant thereto.

Also enclosed is our Status Disclosure Document. Please note this and let us know if you have any query regarding the same.

The quotation is valid to 1<sup>st</sup> December 2015 and is open for acceptance at any time during that period subject to your dealing with the points listed below. However please note that if, during that period and before cover commences under the policy, there should be any change in the circumstances relating to the risk of which you become aware, that change must be notified to us in writing, and the insurers reserve the right to amend or withdraw the quotation depending upon their consideration of the change in circumstances. If you wish to take up the policy after the period has expired you will need to revert to us to see if the quotation can be renewed and whether the same terms will apply.



Please also note that we are an underwriting agency (not an insurance broker) acting on behalf of our insurer principal, Liberty Legal Indemnities. We do not act for any other insurer and are unable to seek terms for this risk from any other insurer.

Cover under the policy will commence from the date of the exchange of contracts subject to the under-mentioned being forwarded to us within 14 days thereafter. If you wish to proceed with the policy please let us have:

1. A cheque in favour of "LIS Ltd" for £265.00.
2. The date of exchange.

If you have any query with regard to the above then please do not hesitate to let us know.

Yours sincerely

**Edmund Howard**  
ed@goodtitle.co.uk

# Liberty Legal Indemnities

## SCHEDULE

POLICY NO: BCD DRAFT

SINGLE PREMIUM: £250.00  
INSURANCE PREMIUM TAX: £15.00  
TOTAL PREMIUM: £265.00

THE UNDERWRITERS:

LIBERTY LEGAL INDEMNITIES  
Underwritten by Liberty Mutual Insurance Europe Limited under the Binding  
Authority Contract Number RNMFP1503841

THE INSURED:

[ ] and their successors in title, the owner(s) for the time being of the  
Property or any part thereof and any mortgagees (and financial institutions on  
whose behalf they are acting), lessees and lessees' mortgagees all of whom shall  
be bound by the terms and conditions of this policy

THE PROPERTY:

40 Gordon Road London N9 OLU

THE DEFECT:

It is apprehended by the Insured that The Works may have been carried out to  
the Property without any formal building regulation approval or planning  
permission

THE WORKS:

The conversion of the Property into two self-contained flats which was completed  
prior to 1992

PERIOD OF INSURANCE:

The period beginning on the Date of Commencement and continuing in  
perpetuity

LIMIT OF INDEMNITY:

£400,000 increasing by £20,000 on each of the first ten (10) anniversaries of the  
Date of Commencement

DATE OF COMMENCEMENT:

DATE POLICY SIGNED:

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Signed for and on behalf of the Underwriters

Issued by Legal and Insurance Services Limited PO Box 234, Tunbridge Wells, Kent TN3 0LX

## DEFECTIVE TITLE INDEMNITY POLICY - LACK OF CONSENT

This Policy and Schedule shall be read together and any word or expression to which a specific meaning has been attached in either shall bear such meaning wherever it may appear

### WHEREAS

- (1) By a proposal and particulars in writing (which it is agreed shall be the basis of this contract and shall be held to be incorporated herein) the Insured has applied to the Underwriters for the indemnity hereinafter expressed and has paid or agreed to pay the Single Premium as consideration for such indemnity
- (2) The Insured is or is about to become the owner lessee or mortgagee of the Property
- (3) It is apprehended that the Works at the Property may be in breach of the Defect

### IT IS HEREBY AGREED THAT

1. In the event of enforcement action being taken by an authority in connection with the Works in respect of the Defect the Underwriters may assume responsibility for dealing with such action or actions and shall subject to the provisions hereinafter contained meet the cost of so doing

the Underwriters shall be entitled at their discretion to:

- (a) allow the Insured to instruct its own solicitors to engage in pre-action correspondence and/or to take or defend any proceedings arising out of such claim (in which case the Underwriters will meet the Insured's reasonable legal costs incurred in doing so, provided that all steps or actions to be taken are agreed by the Underwriters in advance)
- (b) take or defend in any Court or Tribunal in the name of the Insured any proceedings arising out of such claim
- (c) exercise in the name of the Insured any rights or remedies available to the Insured in such proceedings including the right to abandon or submit to judgment
- (d) compromise settle or compound any such claim
- (e) deal with such claim in such manner as they think fit

PROVIDED however that before exercising their power to abandon proceedings or submit to judgment in proceedings or compromise settle or compound any claim the Underwriters shall inform the Insured of their intentions and give the Insured reasonable opportunity to comment thereon

2. The Underwriters shall subject to the terms provisions and conditions herein or endorsed hereon indemnify the Insured against
  - (a) the cost of any works (whether as to the removal of the Works or any additional works to be carried out) as may be required by the relevant authority as part of any enforcement procedure
  - (b) any diminution in the value of the Property in consequence of any requirement to remove the Works as part of any enforcement procedure
  - (c) any diminution in the value of the Property in consequence of any requirement to carry out additional works as part of any enforcement procedure
  - (d) all other costs and expenses incurred by the Insured with written consent of the Underwriters
3. Regardless of the number of claims that may be made against the Insured during the Period of Insurance the total amount payable by the Underwriters under this policy shall not exceed in the aggregate the Limit of Indemnity
4. The Insured shall at all times comply with the requirements of the Conditions hereinafter set out

## EXCLUSIONS

This policy does not cover

- (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority

## **CONDITIONS**

1. It is a condition precedent to liability that on becoming aware of any potential or actual claim against this Policy the Insured must:
  - a) provide written notice and details to the Underwriters without unnecessary delay
  - b) not admit any liability whatsoever or take steps to compromise or settle the claim without the prior written consent of the Underwriters
  - c) provide all information and assistance that the Underwriters (and/or their agents solicitors or surveyors) require at the Insured's own expense
2. Any act or omission by the Insured or anyone acting on the Insured's behalf which in whole or in part induces a claim under this Policy (save as may already have occurred and be recorded in this Policy or Schedule) shall void this Policy
3. The Insured or anyone acting on the Insured's behalf will not disclose the existence of this Policy or any information relating to it to any third party other than bona fide prospective purchasers and lessees (including their lenders and respective legal advisors)
4. If at the time of a claim under this Policy there is other insurance (whether incepted by the Insured or any other party) under which the Insured may be entitled to make a claim either wholly or partly in respect of the same interest or risk covered by this Policy the Underwriters will not be liable to pay or contribute more than their rateable proportion of the claim
5. If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference will be referred to an arbitrator appointed by agreement between the Underwriters and the Insured (or in the absence of agreement to an arbitrator appointed by the President of the Chartered Institute of Arbitrators) in accordance with the law at that time. Where any difference is referred to arbitration the making of an award shall be a condition precedent to any right of action against the Underwriters
6. If the Insured (or agents acting on behalf of the Insured) shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise this Policy shall become void and all claims hereunder shall be forfeited
7. The Insured shall not be entitled to abandon the Property to the Underwriters
8. Unless it is specifically agreed between the Underwriters and the Insured to the contrary this insurance shall be governed by English Law

## **NON-INVALIDATION CLAUSE**

The interest in this Policy of any Insured will not be invalidated by a breach of the Policy terms or conditions by any other party unless:

- a) such party acted on the Insured's behalf or with the Insured's knowledge and consent
- b) the Insured (as a successor in title to the original Insured) had knowledge of a breach of the Policy terms or conditions or of a previous non-disclosure or misrepresentation to the Underwriters

## **NOTICE TO THE INSURED**

Any enquiry or complaint should be addressed in the first instance to:

Legal and Insurance Services Limited  
P O Box 234  
Tunbridge Wells  
Kent  
TN3 0LX

Tel: 01892 863863  
Fax: 01892 861025  
Email: [enquiries@goodtitle.co.uk](mailto:enquiries@goodtitle.co.uk)

If you are unable to resolve your enquiry or complaint with the above please contact:-

Liberty Specialty Markets  
20 Fenchurch Street  
London EC3M 3AW

Tel: 020 3758 0000

Complaints that cannot be resolved may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

## **NOTIFYING A CLAIM**

If anything should happen which might give rise to a claim under the policy please forward full details to Legal and Insurance Services Limited at the above address. Please include mention of the Policy Number shown at the top of the Schedule to the policy.

If you do not receive a reply or acknowledgement within 10 working days please forward the details to Liberty Specialty Markets at the above address.

## Status Disclosure Document and General Policy Information



### **To the Intermediary**

This document must be revealed to the policyholder before conclusion of the insurance contract. If you are a solicitor you should also disclose this document to your client, their lender and/or the purchaser's solicitors for the benefit of their client and/or lender before the insurance contract is concluded. If you are an insurance broker this document should be disclosed in accordance with FCA rules

### **To the policy holder**

This document provides a general summary about us our services and the cover we arrange as well as some important contact details. It does not contain the full terms and conditions of any policy

#### **Who are we?**

We are an underwriting agency:

Legal and Insurance Services Limited  
PO Box 234, Tunbridge Wells, Kent TN3 0LX  
and also at:  
Essex House, 141 King's Road, Brentwood CM14 4DR

#### **Who are the Underwriters and whose products do we offer?**

The Underwriters are Liberty Legal Indemnities – part of Liberty Mutual Insurance Europe Limited - and we choose only to offer products from Liberty Legal Indemnities

#### **Who do we accept requests for cover from?**

We choose only to deal with solicitors or brokers with the necessary authority to arrange general insurance business

#### **Do you need to pay for our services?**

There is no fee payable for our responding to your enquiry. However a premium will be payable should you want us to issue a policy based on any quotation that we are able to arrange for you.

#### **What service will we provide?**

We assume that professional legal advice has been sought and that this has identified a need for the insurance cover requested. We will not give advice or provide a recommendation in respect of any cover that we are able to arrange. You will need to make your own choice about how to proceed with guidance from your legal advisors

#### **What is the type of insurance we arrange and what cover do the policies we arrange provide?**

We arrange legal indemnity insurance policies which are intended to defend an insured should a third party try to act against it in relation to a defined risk and to cover certain losses it may suffer and/or costs that it may be liable to pay as a result of that third party's actions (subject to the policy terms and conditions)

#### **What is the policy term?**

The policy term is defined in the policy schedule. Cover for a named insured is either for a fixed number of years or will run in perpetuity but in all cases a policy will remain in force for the full term of a mortgage secured against the property.

#### **Do policies have any significant conditions or exclusions?**

Full terms and conditions relating to the cover are detailed in the quotation letter, schedule and policy wording but we draw your attention to the following:

You or anyone acting on your behalf must not:

- disclose the existence of a policy to any third party other than prospective buyers, lenders or lessees and their legal advisors without our prior consent
- take or fail to take action which results in a claim as this may prejudice your position and void the policy
- take steps to settle a claim without our prior written consent

#### **Does the cover need to be reviewed or updated at any time?**

We can consider requests to increase limits of indemnity or to extend the scope of a particular policy but will not provide any advice or give any recommendations on how to proceed. The insured will need to make its own choice about how to proceed with guidance from its legal advisors

#### **Can policies be cancelled?**

You can cancel a policy by contacting us within 14 days of the policy commencement date provided all parties that have an interest in the policy (e.g. mortgage lender) also consent to the cancellation. Please telephone or email us in the first instance on 01892 863863 or at [enquiries@goodtitle.co.uk](mailto:enquiries@goodtitle.co.uk) referencing the Policy Number.

#### **What if you need to notify us of a claim?**

You must provide us with details of any potential claim without unnecessary delay.

Please telephone on 01892 863863, contact us via email at [enquiries@goodtitle.co.uk](mailto:enquiries@goodtitle.co.uk) or write to Legal and Insurance Services Ltd, PO Box 234, Tunbridge Wells, TN3 0LX

#### **Who regulates us?**

The Financial Conduct Authority (FCA). The FCA is the independent watchdog that regulates financial services.

Legal and Insurance Services Ltd is regulated by the FCA and authorised to arrange general insurance contracts. Our Register number is 305910.

You can check this on the FCA's Register by visiting the FSA's web site ([www.fsa.org.uk/register](http://www.fsa.org.uk/register)) or by contacting the FCA on 0845 606 1234

#### **What to do if you have a complaint**

Please contact: the Underwriting Manager (Complaints)

Legal and Insurance Services Ltd  
PO Box 234, Tunbridge Wells, TN3 0LX

Tel: 01892 863863  
Fax: 01892 861025  
Email: [enquiries@goodtitle.co.uk](mailto:enquiries@goodtitle.co.uk)

On receipt of a complaint, we will send you a copy of our full complaints procedure

#### **Compensation**

Liberty Mutual Insurance Europe Limited is covered by the Financial Services Compensation Scheme.

You may be entitled to compensation from the scheme if the insurer is unable to meet its obligations to you under the contract of insurance. Information about the Scheme is available from:

The Financial Services Compensation Scheme 10th Floor Beaufort House, 15 St Botolph Street, London EC3A 7QU.

The FSCS web site may be viewed at: [www.fscs.org.uk](http://www.fscs.org.uk)