

Your quote

Premium: £171.00 (Including Insurance Premium Tax)**Quote reference:** C97001/00679**Date:** 24 May 2023

Please quote this reference on all correspondence

Underwriter:**This quote is valid until:** 20 November 2023

We are pleased to confirm your quote which is on the basis of the information provided.

Your details

Name: Rachael Hughes
Firm's name: Gabbs Solicitors Limited

Risk details

Your case reference: REH/0643543/02 Wilding and Theobald
Full address of property: The Bank House Coombes Moor Presteigne LD8 2HY**Policy limit:** £250,000
Policy type: Access Insurance

This quotation is provided on the understanding that the following are correct, and if this is the case, you do not need to confirm them further:

1. The property has been used for the same purpose for the last 12 months
2. There has been no communication, relating to the access, with any person(s) or organisation that may be the owner of the access
3. The access to the property is unobstructed and believed to have been in use 'as of right' without interruption or payment, for at least the last 12 months

Arranging cover

To arrange cover, we will need to know the date you wish cover to commence and the property address. You can choose to arrange cover by:

- logging on to Elite at cli.co.uk and clicking 'Order a policy'. Then simply retrieve your quotation under 'View my quotes'. Once selected, follow the instructions under 'What to do next'.
- calling **01603 617617** and speaking to one of our underwriters
- emailing enquiries@cli.co.uk with your instructions. Please remember to include the 'Quote reference'.

Once you have confirmed your order, provided nothing significant is outstanding, we will send you a cover note immediately. Please note that the policy will not be issued until we receive payment. You can pay the premium by either:

- bank transfer using the details below:

Sort code: 60 15 31**Payment reference:** C97001/00679**Account number:** 68316976

(It is essential that you include this to enable us to identify your payment.)

- a cheque payable to Countrywide Legal Indemnities Ltd, sent to us at: 3 St James Court, Whitefriars, Norwich, NR3 1RJ or DX 5261 Norwich.

Important

If you are arranging insurance for a consumer, it is important that you and all parties in the transaction take care to answer all questions fully and accurately as part of the insurance application.

For a commercial concern, it is important that you and all parties in the transaction provide us with a fair presentation of the risk. The presentation should be clear and accessible, disclosing all material circumstances which are known or ought to be known by conducting a reasonable search of information available, including sufficient information to put us on notice that we need to make further enquiries in order to reveal any material circumstances. A matter is material if it would influence our acceptance of the risk proposed, including the terms applied and premium charged. You should ensure that facts presented are substantially correct and made in good faith. If you are unsure whether a matter is material, it should be disclosed.

Failure to act as outlined could invalidate the policy, result in rejection of a claim, application of different policy terms, or a claim not being paid in full. If any circumstances change before or after cover commences, you should provide us with full details.

As part of providing this quote, we may be required to pass your or the policyholder's personal data to the Insurer, Liberty Legal Indemnities. For details on how they will handle this information, visit libertyspecialtymarkets.com/privacy-cookies.

Insurance Product Information Document

This insurance is provided by Liberty Mutual Insurance Europe SE ('the Insurer') through its UK branch, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (registered number 829959).

This Insurance Product Information Document provides a summary of the standard cover, exclusions and obligations under your policy. Complete information is provided in your policy documents, and we would draw your attention to the schedule which contains details unique to this policy including, where appropriate, additional terms under a section headed Additional Policy Clauses.

What is this type of insurance?

This Access Insurance policy provides cover where there are inadequate legal rights of way to and from your property and the true owner(s) of the unadopted access attempts to prevent your use. It is designed to help your property transaction proceed by providing an alternative to contacting the true owner(s) of the access to obtain the necessary legal rights.



What is insured?

- ✓ The cost of defending or prosecuting any legal proceedings
- ✓ Damages, compensation and costs awarded against you by a Court or Tribunal
- ✓ The expense of complying with an injunction, or an undertaking given by the Insurer in your name
- ✓ The cost of obtaining a legal right of way over the access, or provision of an alternative access
- ✓ Surveyor, architect and/or planning consultant fees, any capital monies contracted or expended, which are subsequently rendered abortive
- ✓ Reduction in market value of the property without the benefit of the access, if your use is permanently prevented
- ✓ Any other costs and expenses incurred with the Insurer's prior written agreement.



What is not insured?

Claims arising from or relating to:

- ✗ you, or anyone acting on your behalf, obstructing the access
- ✗ your failure to pay reasonable contribution towards maintaining and/or repairing the access.



Are there any restrictions on cover?

- ! The policy does not cover claims arising from disputes with third parties who do not own the access
- ! Cover only applies for the use of the access and property as stated on the policy schedule
- ! The total amount payable by the Insurer for all claims made under the policy will not exceed the Policy Limit stated on the policy schedule.



Where am I covered?

- ✓ You are covered for claims arising in relation to the property stated on the policy schedule.



What are my obligations?

- You, or anyone acting on your behalf, must not:
 - attempt to register a claimed right of way at the Land Registry
 - disclose the existence of this policy to any third party other than genuine prospective purchasers, lenders, lessees and their legal advisers, without our prior written consent
 - take or fail to take steps which result in losses as outlined in the Cover section
 - enter into any negotiations or take steps to compromise or settle a claim made against you, without our prior written consent
- You must provide details to us of any potential claim as soon as reasonably practicable.

**When and how do I pay?**

Please liaise with your legal advisor or insurance intermediary, as appropriate, who will have been provided with details of the arrangements for payment of the single premium due for this policy.

**When does the cover start and end?**

The policy starts from the date stated in your policy schedule and continues indefinitely.

**How do I cancel the policy?**

This policy can be cancelled by contacting us within 14 days of the policy commencement date or the day on which you receive the policy, whichever is the later, provided all insured parties (such as lenders holding a mortgage or charge on the property) consent to cancellation. You will receive a full refund of premium, as long as there are no potential or actual claims pending under the policy.

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Policy schedule: Access Insurance - Draft

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|---------------------------------|--|
| Policy number | CLI |
| Premium | £171.00 (inclusive of Insurance Premium Tax) |
| Insurer | LIBERTY LEGAL INDEMNITIES – Underwritten by Liberty Mutual Insurance Europe SE, UK Branch under Binding Authority Contract Number RNMFP2303842 |
| Insured | The current and future owner(s) of the Property, their lessees and any bank, building society or other lender holding a mortgage or charge on the Property. |
| Policy Limit | £250,000 increasing by 10% compound interest per annum on each anniversary of the Policy Commencement Date but not exceeding 200% of the original Policy Limit at the Policy Commencement Date |
| Policy Commencement Date | |
| Policy Term | The policy runs indefinitely from the Policy Commencement Date, subject to the terms of this policy |
| Property | The Bank House Coombes Moor Presteigne LD8 2HY |
| Insured Risk | The Insured intends to continue to gain access with and without vehicles over the access way leading to and from the Property to the nearest public highway ("Access") in accordance with the Insured Use and in the manner previously exercised, without permission, challenge, objection or payment for at least 12 months prior to the Policy Commencement Date but has insufficient legal rights to do so. |
| Insured Use | Continued use as a single, owner occupied or investment residential dwelling as in existence on the Policy Commencement Date. |

Date policy signed

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Policy wording: Access Insurance

This policy and policy schedule are one contract and any word or expression to which a specific meaning has been given in the Schedule shall have that meaning throughout.

The law of England and Wales will apply to this contract unless otherwise specifically agreed between the Insurer and the Insured.

Operation of Cover

- a. In return for payment of the Premium, the Insurer agrees to protect the Insured during the Policy Term against loss Incurred as outlined in the Cover section, subject to the terms and conditions of this policy
- b. The Insured agrees to comply with the terms and conditions of this policy. If the Insured fails to comply with any of the terms and conditions, the Insurer may refuse to pay all or part of any claim, or reduce the amount paid to the extent that the Insured's breach is responsible for increasing the losses and/or expenses incurred
- c. In providing this policy and confirming its terms and Premium, the Insurer relied on information provided by the Insured (including parties acting on their behalf) prior to the Policy Commencement Date. The Insured must take care when answering any questions and ensure that all information provided is accurate and complete. If the Insurer establishes that the Insured (including any parties acting on their behalf):
 - i. deliberately or recklessly provided false or misleading information, the Insurer may treat this policy as though it had never existed and refuse all claims for that Insured
 - ii. carelessly provided false or misleading information, this may adversely affect the cover provided to that Insured. If the Insurer would not have provided the Insured with the policy they may treat this policy as though it had never existed and refuse to pay claims but must return the Premium. If the Insurer would have offered this policy on different terms then the Insurer may apply these amended terms. If the Insurer would have charged more premium for this policy the Insurer may reduce proportionately the amount to be paid on a claim.
- d. The total liability of the Insurer under this policy will not exceed the Policy Limit.

Non-Invalidation Clause

The interest of any Insured under this policy will not be invalidated or affected by any other party breaching the policy terms and conditions, or providing false or misleading information to the Insurer, unless:

- a. such party acted on the Insured's behalf or with the Insured's knowledge and consent
 - b. where the Insured is a successor in title, they had knowledge of a breach of the policy terms or conditions, or that false or misleading information has been provided to the Insurer prior to the Policy Commencement Date.
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Cover

In the event of any person(s) or corporation establishing ownership of and preventing or attempting to prevent the Insured's use of the Access, directly attributable to the Insured Risk, the Insurer will pay to or on behalf of the Insured, the following:

- a. the cost of defending or prosecuting legal proceedings in a court or tribunal whether the proceedings are brought by the person making the claim or in the name of the Insured
- b. damages, compensation and costs and expenses awarded against the Insured by a court or tribunal
- c. the expense of complying with an injunction awarded against the Insured or undertaking given by the Insurer in the name of the Insured
- d. the cost of obtaining: -
 - i. a legal grant of right of way for the Access
 - ii. an alternative access
- e. the expense of surveyor, architect and/or planning consultant fees up to the date of an order by a court or tribunal, or where the Insurer otherwise accepts liability, to the extent that the expenditure is rendered abortive
- f. any capital sum contracted for or expended relating directly to construction work (including interest payable on monies borrowed) in accordance with the Insured Use, up to the date of an order by a court or tribunal or where the Insurer otherwise accepts liability for such expenditure, to the extent that the expenditure is rendered abortive
- g. reduction in market value of the Property, in accordance with the Insured Use, being the difference between the market value of the Property with and without the benefit of the Access, the values to be determined by a surveyor with reference to prices current at the date of an order by a court or tribunal, or where the Insurer otherwise accepts liability. The surveyor will be appointed jointly by the parties or, in absence of mutual agreement, by the President for the time being of the Royal Institution of Chartered Surveyors. The cost of the survey shall be incurred by the Insurer.
- h. any other costs incurred with the written agreement of the Insurer for the purpose of settling any claim.

Policy Exclusions

Claims arising from or relating to: -

- a. failure to pay any reasonable contribution towards maintaining and/or repairing the Access
- b. obstruction of the Access by the Insured, or anyone acting on the Insured's behalf.

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General Exclusions

- a. If the Insured makes a fraudulent claim, the Insurer will not be liable to pay the claim and may recover from the Insured any sums already paid and on notifying the Insured, treat the policy as having been terminated from the time of the fraudulent act. The Insurer will not be liable for any loss, claim or potential claim occurring after the time of the fraudulent act and need not return any premium paid. Provided that cover for any other Insured will not be prejudiced, unless they were complicit to and/or aware of the fraudulent act and/or where parties committing the fraudulent act were acting on behalf of that Insured.
- b. The Insurer will not provide cover and make any payment or provide any other benefit otherwise due under this policy where doing so would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America
- c. This policy will not cover any claim involving the use of or inability to use a computer, including devices such as smart phones, tablets and wearable technology.

General Conditions

- a. Any act or omission by the Insured or anyone acting on the Insured's behalf which in whole or in part results in losses or expenses as specified in the Cover section, may entitle the Insurer to reject claims made by the Insured, refuse to pay part of any claim, or reduce the amount paid, to the extent that the Insured's breach is responsible for those losses and/or expenses incurred
- b. The Insured or anyone acting on the Insured's behalf will not without the Insurer's prior written consent
 - i. disclose the existence of this policy, or any information relating to it, to any third party other than genuine prospective purchasers, their lenders, lessees and respective legal advisers
 - ii. attempt to register a claimed right to use the Access, at the Land Registry.

Liberty Legal Indemnities

Claims conditions

1. Duties of the Insured

On becoming aware of any potential or actual circumstance which may give rise to a claim under this policy, the Insured must: -

- a. provide written notice and details to the Insurer, without unnecessary delay
- b. not admit any liability whatsoever, enter into any negotiations or take steps to compromise or settle the claim, without the consent of the Insurer
- c. provide all necessary information and assistance the Insurer (and/or their agents, solicitors or surveyors) reasonably requires, at the Insured's own expense.

2. Rights of the Insurer

In dealing with the claim under this policy the Insurer will at their discretion be entitled to: -

- a. appoint professional advisors to act for the Insured
- b. take or defend proceedings in any court or tribunal in the Insured's name
- c. exercise in the Insured's name any rights available to the Insured in any proceedings including the right to abandon or submit to judgement
- d. compromise, settle or compound the claim and deal in such manner as they think fit
- e. pay at any time to the Insured the amount of the Policy Limit or any lesser amount for which the claim can be settled and then relinquish control of and have no further involvement with the claim.

3. Abandonment of the Property

The Insured will not be entitled to abandon the Property to the Insurer.

4. Other Insurance

If the Insured may be entitled to make a claim under other insurance, either wholly or partly in respect of the same interest or risk covered by this policy, the Insurer will not be liable to pay more than their proportion of the claim based on the total policy limits under all policies.

5. Arbitration

The Insured and the Insurer can mutually agree to refer to an arbitrator any difference that arises as to the amount to be paid under this policy (liability being otherwise admitted). In the absence of an agreement to use a specific arbitrator, an arbitrator will be appointed by the Chartered Institute of Arbitrators in accordance with the law at that time. This clause does not affect any rights of the Insured under consumer regulations to refer a complaint to the Financial Ombudsman Service, in accordance with the Complaints procedure, prior to, during or subsequent to any arbitration process.

Liberty Legal Indemnities

Cancellation rights and notifying claims and complaints

Cancelling the policy

This policy can be cancelled by contacting us within 14 days of the Policy Commencement Date or the day on which you receive the policy, whichever is the later, provided all insured parties (including lenders holding a mortgage or charge on the Property) consent to this. You will receive a full refund of premium, as long as there are no circumstances which may give rise to a claim under the policy.

If you wish to cancel this policy, please write (quoting your policy number) to The Underwriting Manager, Countrywide Legal Indemnities, 3 St James Court, Whitefriars, Norwich, NR3 1RJ.

Claims notification

If anything should happen which might give rise to a claim under the policy, please forward full details to Countrywide Legal Indemnities by

- Writing to The Claims Manager, Countrywide Legal Indemnities, 3 St James Court, Whitefriars, Norwich, Norfolk NR3 1RJ
- Telephoning 01603 617617
- Emailing claims@cli.co.uk

Complaints

Any complaint should be raised in the first instance with our Underwriting Manager by:

- writing to the Underwriting Manager, Countrywide Legal Indemnities, 3 St James Court, Whitefriars Norwich, NR3 1RJ
- telephoning 01603 617617, or;
- emailing complaints@cli.co.uk

If it is not possible to resolve the complaint to your satisfaction by close of business of the third working day following receipt, we will send you a written acknowledgement and refer your complaint to the Complaints Manager at Liberty Specialty Markets for and on behalf of Liberty Mutual Insurance Europe SE at 20 Fenchurch Street, London EC3M 3AW ("Liberty"). Liberty will aim to resolve your complaint within 14 days. In the unlikely event that Liberty are unable to resolve your complaint within this time, they will write to let you know. At the very latest, you will receive a response to your complaint within 8 weeks of receipt.

If you are still not satisfied with the response provided, or you have not received a response within the 8 week period, you may refer your complaint to the Financial Ombudsman Service (www.financial-ombudsman.org.uk). Further details will be provided at this stage of the complaints process.

Because Liberty Mutual Insurance Europe SE is registered as a Luxembourg insurance company, you are also entitled to refer the dispute to any of the following dispute resolution bodies instead of referring to the Financial Ombudsman Service: Commissariat aux Assurances (www.caa.lu), Service National du Médiateur de la consommation (www.mediateurconsommation.lu) or Médiateur en Assurances (www.ulc.lu/fr). Again more details will be provided during the complaints process.

In all cases please quote the Policy Number shown in the Policy Schedule.

Are we covered by the Financial Services Compensation Scheme (FSCS)?

The Insurer is covered by the FSCS. You may be entitled to compensation from the scheme if they cannot meet their obligations. This will depend on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS who can be contacted at:

Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

The FSCS website may be viewed at www.fscs.org.uk

Liberty Legal Indemnities

Notices

Privacy policy - how Liberty Legal Indemnities uses your personal data

Liberty takes the protection of your personal data seriously and is committed to protecting your privacy. There are a number of different companies within our group. The specific company which acts as the "data controller" of your personal data will be the organisation providing your policy as set out in the documentation that is provided to you. If you are unsure you can also contact us at any time by e-mailing us at dataprotectionofficer@libertyglobalgroup.com or by post at Data Protection Officer, Liberty Specialty Markets, 20 Fenchurch Street, London EC3M 3AW, UK.

In order for us to deliver our insurance services, deal with any claims or complaints that might arise and prevent and detect fraud, we need to collect and process personal data. The type of personal data that we collect will depend on our relationship with you: for example as a policyholder, third party claimant or witness to an incident. Your information will also be used for business and management activities such as financial management and analysis. This may involve sharing your information with, and obtaining information about you from, our group companies and third parties such as brokers, credit reference agencies, claims handlers and loss adjusters, professional advisors, our regulators or fraud prevention agencies. We also collect personal data about our suppliers and business partners (such as brokers) for the purposes of business management and relationship development.

For further information on how your information is used and the rights that you have please see privacy notice available at www.libertyspecialtymarkets.com/privacy-cookies. Please contact us using the details above if you wish to see the privacy notice in hard copy.

About the Insurer

Liberty Mutual Insurance Europe SE (LMIE) trading as Liberty Specialty Markets, is a member of the Liberty Mutual Insurance Group. LMIE's registered office is 5-7 rue Leon Laval, L-3372, Leudelange, Grand Duchy of Luxembourg, Registered Number B232280 (Registre de Commerce et des Sociétés). LMIE is a European public limited liability company and is supervised by the Commissariat aux Assurances and licensed by the Luxembourg Minister of Finance as an insurance and reinsurance company.

This insurance is provided by LMIE through its UK branch at 20 Fenchurch Street, London, EC3M 3AW, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (registered number 829959), www.libertyspecialtymarkets.com.

DEMANDS AND NEEDS STATEMENT

Our understanding of your demands & needs

As part of the conveyancing process, we have identified a need for a Access Insurance policy to protect you, and/or the lender, against a defect in the property's title.

In accordance with the Financial Conduct Authority (FCA) regulations, we are required to ensure that the policy we are recommending is suitable for your needs

Our recommendation

The policy we propose to arrange is provided by Countrywide Legal Indemnities Ltd (Countrywide) which is authorised and regulated by the Financial Conduct Authority (FCA), and one of the UK's leading legal indemnity intermediaries.

An explanation of the proposed policy to cover this defect in title is included in the attached Insurance Product Information Document (IPID). We are not contractually obliged to purchase insurance products from Countrywide.

Our past experience, and analysis of the market, has shown that the cover provided by Countrywide is comprehensive and its premiums competitive. The policy is underwritten by Countrywide on behalf of Liberty Legal Indemnities, part of Liberty Mutual Insurance Europe SE (UK branch), which has a Financial Stability Rating of A (strong) with Standard & Poor's. With a strong global presence, Liberty Mutual Insurance Europe SE (UK branch) provides a full range of speciality products to cover the most complex risks.

If you require further information regarding our choice of legal indemnity provider, please contact us.

Relationship with insurance provider

While we conduct business regularly with Countrywide Legal Indemnities, we confirm that for the purposes of this insurance, we are representing you – we are not acting for and on behalf of the insurance provider.

We have neither a direct or indirect holding of any voting rights or capital in the insurance provider we are suggesting. Likewise, the insurance provider has no direct or indirect holding of any voting rights or capital in our firm.

Our status

We are not authorised by the Financial Conduct Authority. However, we are included on a register maintained by the FCA so that we can carry out insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the relevant representative body. The FCA's register can be accessed via their website at

www.fca.org.uk/register. Our complaints procedure is available in writing, on request.