

## Your Aviva Legal Indemnity Draft Policy

### Block Policy

### Draft Policy Number 18IQU186689

Produced on 18 October 2018

This policy has been arranged for you on the recommendation of your legal adviser. It provides evidence of your insurance and may be required in the event of a claim.

**Important.** If the information in your policy is incorrect or incomplete, or if the insurance does not meet your requirements, please tell us as soon as possible.

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#### You are

- any owner(s) now of the freehold or leasehold interest in the Property
- any bank, building society or other lending institution now and in the future holding a mortgage or charge on the Property

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#### We are

Aviva Insurance Limited. Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 ONH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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#### Your Premium

The premium applicable to each Property covered by this policy is indicated below

<b>Min value per property</b>	<b>Max value per property</b>	<b>Premium including IPT*</b>
£0	£1,000,000	£15.00

\*Insurance Premium Tax (IPT) at the appropriate rate (where applicable).

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#### Your Property

Please refer to the attached Schedule of Properties.

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#### Your Insured Use

Your continued use of the Property as a single, private dwelling.

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#### Your Cover Limit

You are covered for any claim(s) made against you in respect of your Property insured under this Policy for Insured Losses which you incur up to a total value of £1,000,000.00.

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## No Search - Re-Mortgage

#### Your Period of Cover

##### Start Date: (date to be confirmed)

This policy is effective from the Start Date. In respect of each Property insured under this policy, your cover begins on the Effective Date shown against each Property in the attached Schedule of Properties and continues until:

- if you are the owner of the Property at the Effective Date, for your single period of ownership, or
- if you are a bank, building society or other lending institution holding a mortgage or charge on the Property, for the full term of any mortgage or charge created during the owner's Period of Cover or until such mortgage or charge is repaid, if later.

#### Your Covered Risk

One or more of the following enquiries relating to the Property have not been raised, either officially or personally, within 3 months before the Effective Date:

if the Property is located in **England or Wales**

- a search of the Local Land Charges Register on form LLC1 (or any other official form replacing this); and/or
- a search of the local authority's records on form(s) Con29R and/or Con29O (or any other official form(s) replacing these); and/or
- a search of water and drainage records on form Con29DW (or any other official form replacing this); and/or
- a search of the Coal Authority's records on form Con29M (or any other official form replacing this); and/or
- an environmental risk assessment to determine if the Property may be affected by contamination; and/or
- a full Chancel Repair Liability search of the Records of Ascertainment undertaken at the National Archives

if the Property is located in **Scotland**

- a search in the records of the Local Authority Department of Planning Building Control Environmental Health Housing or Roads in which the property is situated; and/or
- an enquiry to sewerage or water undertakers in whose area the Property is situated relating to water sewerage or drainage matters; and/or
- either a standard or special enquiry of the appropriate Authority or any official form in substitution which are in existence on or before Effective Date and which materially affect the value of the Property

if the Property is located in **Northern Ireland**

- Department of Environment Property Certificate; and/or
- Local Council Property Certificate; and/or
- Northern Ireland Housing Executive Search; and/or
- Statutory Charges Search against a Property

## Operation of Cover

In return for the payment of your Premium, we will provide Your Cover to you throughout your Period of Cover, provided that:

- to the best of your knowledge and belief, the information in the Statement of Fact attached to this policy was true when given; and
- you comply with the Terms and Conditions of this policy

## Your Cover

In the event that any response(s) which would be given on the Effective Date of the policy to the enquiries under Your Covered Risk prevent or restrict your use of the Property or reduce its value when used in accordance with your Insured Use, we will, subject to the Terms and Conditions of this policy, indemnify you for your Insured Losses up to your Cover Limit

## Your Insured Losses

**As owner:** If you are an owner of the freehold or leasehold interest in the Property, the losses for which you are insured under this policy are

- whichever is the lesser of i) any reduction in the open market value of the Property, caused solely and directly by information which would be obtained on the Effective Date in response to the enquiries under Your Covered Risk, where 'open market value' means the average of the estimates given by two independent valuers (one to be appointed and paid for by us, the other to be appointed and paid for by you) of the values of the Property on the open market assuming first that the Property is subject to the response(s) and second that the Property is not subject to the response(s) ii) the amount outstanding under any financial charge registered against the Property in the Register of Local Land Charges on the Effective Date
- all sums which you are liable to pay in accordance with any order, injunction or judgment from a court of law in respect of a chancel repair liability, or with our prior written agreement
- the costs and expenses of taking or defending any action at law or otherwise, subject to our prior written agreement

These losses are payable by us notwithstanding a breach of the Terms or Conditions of this policy by someone other than you, provided that you did not agree with, and were not aware of, the breach

**As lender:** If you are a bank, building society or other lending institution holding a mortgage or charge on the Property, the losses for which you are insured under this policy are

- whichever is the lesser of: i) any shortfall in the repayment of your mortgage secured by the Property, together with interest and costs, insurance premiums, legal and estate agency fees, ground rent and service charges (if applicable), following the exercise of your power of sale; and ii) the amount outstanding under any financial

- charge registered against the Property in the Register of Local Land Charges on the Effective Date
- the cost of rectifying a Covered Risk, which may include the issue by us of a policy or policies to the purchaser(s) of the Property from you, covering the purchaser(s) and any subsequent mortgage-lender(s) in the event of the occurrence of a Covered Risk. Any such policy or policies would be in accordance with the standard policy terms and conditions in general use by us at the time
- all sums which you are liable to pay in accordance with any order, injunction or judgment from a court of law in respect of a chancel repair liability, or with our prior written agreement
- the costs and expenses of taking or defending any action at law or otherwise, subject to our prior written agreement

These losses are payable by us notwithstanding a breach of the Terms or Conditions of this policy by someone other than you, provided that you did not agree with, and were not aware of, the breach.

## Your Uninsured Losses

**As owner:** If you are an owner of the freehold or leasehold interest in the Property, the losses for which you are not insured under this policy are any costs or expenses which result from:

- information likely to give rise to a claim under this policy about which you or your legal adviser(s) were already aware at the Effective Date (other than notice or knowledge imputed to you by statute solely by reason of the existence of an entry on the Register of Local Land Charges)
- information likely to give rise to a claim under this policy revealed by the attached data report and/or searches or enquiries made by you or on your behalf before the Effective Date
- any alterations, additions, extensions, changes of use or other development at the Property begun or completed within 12 months before the Effective Date for which planning permission and/or building regulations approval, if required, was not obtained
- any alterations, additions, extensions, changes of use or other development at the Property proposed or completed after the Effective Date
- you not being the legal owner(s) of the Property at the Effective Date
- Chancel Repair Liability registered against the Property at HM Land Registry on the Effective Date or, where title is unregistered, known to be reserved in the title deeds on the Effective Date
- contamination caused- after the Effective Date; and/or- by leakage of any tanks situated at the Property; and/or- by radioactive substances or materials
- the Property being located in- an area of coastal erosion; and/or- an area potentially at risk from flood
- the Property being located anywhere other than- England or Wales- Scotland- Northern Ireland

**As lender:** If you are a bank, building society or other lending institution holding a mortgage or charge on the Property, the losses for which you are not insured under this policy are:

- information likely to give rise to a claim under this policy about which you or your legal adviser(s) were already aware at the Effective Date (other than notice or knowledge imputed to you by statute solely by reason of the existence of an entry on the Register of Local Land Charges)
- information likely to give rise to a claim under this policy revealed by the attached data report and/or searches or enquiries made by you or on your behalf before the Effective Date
- any alterations, additions, extensions, changes of use or other development at the Property proposed or completed after the Effective Date
- your borrower(s) (the owner(s)) not being the legal owner(s) of the Property at the Effective Date
- Chancel Repair Liability registered against the Property at HM Land Registry on the Effective Date or, where title is unregistered, known to be reserved in the title deeds on the Effective Date
- contamination caused- after the Effective Date; and/or- by leakage of any tanks situated at the Property; and/or- by radioactive substances or materials
- the Property being located in- an area of coastal erosion; and/or- an area potentially at risk from flood
- the Property being located anywhere other than- England or Wales- Scotland- Northern Ireland

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## Your Aviva Legal Indemnity Draft Policy Terms and Conditions

The following terms and conditions apply to all sections of your policy. If you do not keep to these terms and conditions

- we may cancel your policy and refuse to pay any claim, or
- we may not pay any claim in full, or
- we may revise the premium and/or change any excess, or
- the extent of the cover may be affected.

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### General

Without first obtaining our written consent (which we need not give), you and anyone who acts on your behalf must not

- disclose the existence of this policy to anyone other than the legal advisers of prospective buyers of your Property and/or their mortgage-lenders;
- discuss or enter negotiations with anyone who may have an interest in or rights to enforce your Covered Risks;
- use the Property otherwise than in accordance with your Insured Use.

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### Claims

You must

- without unnecessary delay give written notice to us of any potential or actual claim or any circumstances likely to result in a claim;
- pass immediately to us all court documents and/or other communications received by you, and provide all information and assistance which we reasonably require;
- not deal with or attempt to settle a claim without our prior written agreement;
- do and allow to be done by us at our expense, all things reasonably necessary to minimise any losses, damages, costs and expenses payable under this policy.

We can

- have full discretion to conduct in your name the defence and settlement of any claim or the prosecution of any claim for indemnity, damages or otherwise;
- pay to you at any time the amount of the Cover Limit or any lesser amount for which claims can be settled, and then give up control of the claims and have no further involvement with them;
- if we have accepted a claim, refer any disagreement between you and us over the amount to be paid to an agreed arbitrator (or, in the absence of agreement, an arbitrator appointed by the President of the Chartered Institute of Arbitrators) in accordance with the law at the time. Legal action can be taken by you only after the arbitrator has made an award.

If you have other insurance covering the same loss as is covered under this policy, we will pay no more than our rateable proportion of the loss.

Our liability to you in respect of all and any claims under this policy will not exceed in total the amount of the Cover Limit.

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### Choice of Law

The law of England and Wales will apply to this policy unless

- you and we agree otherwise; or
- at the Start Date of the contract you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

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### Use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

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## Your cancellation rights

If you have taken out this policy acting other than in the course of your trade, business or profession ('a consumer'), you have the right to cancel your policy within 14 days from either the date of purchase of the policy or the day on which you receive your policy documentation, whichever is the later. If you wish to cancel and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid. To cancel please call Aviva on 0800 158 2236.

Please be aware that cancellation of this policy may put you in breach of your mortgage terms and/or the terms of a sale or lease agreement.

If you are not a consumer you do not have a statutory right of cancellation under this policy.

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## How to claim

If you need to make a claim, please contact the legal adviser who arranged the policy for you; or you can write to Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS, quoting your policy number or telephone 0800 158 2236.

Please be aware of the General and Claims Terms and Conditions of this policy.

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## Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk) or you can write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 Botolph Street, London, EC3A 7QU.

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## Complaints

### Our Promise of Service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect from us, we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

### What will happen if you complain

- We will acknowledge your complaint promptly;
- We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

### What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting The Manager, Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS or telephone us on 0800 158 2236.

If you are unhappy with the outcome of your complaint, you may refer the matter to the Financial Ombudsman Service if you are eligible to do so (see [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) for further details)

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone: 0800 023 4567 or 0300 123 9123

Or simply log on to their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

If you have taken a product out with us online or by telephone, you can also use the European Commission's Online Dispute Resolution (<http://ec.europa.eu/odr>) service to make a complaint. The purpose of this platform is to identify a suitable Alternative Dispute Resolution (ADR) provider and we expect that this will be the Financial Ombudsman Service. Please be aware that the Financial Ombudsman Service will only be able to consider your complaint after we have had the opportunity to consider and resolve it.

## IMPORTANT INFORMATION

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### Important notice - information we need to know about

You must take reasonable care to provide complete and accurate answers to the insurer's questions when you take out or make changes to your policy.

Please tell Aviva Legal Indemnities immediately if there are any changes to the information set out in "The Statement of Fact" document or on your policy.

If you are in any doubt, please contact Aviva Legal Indemnities.

When you inform us of a change, we will tell you if this affects your policy, for example whether we are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to your policy.

If the information provided by you is not complete and accurate:

- we may cancel your policy and refuse to pay any claim;
- we may not pay any claim in full;
- we may revise the premium and/or change any excess;
- the extent of the cover may be affected.

We recommend you keep a record (including copies of letters) of all information supplied to the insurer for future reference.

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### Data Protection - Privacy Notice

#### Personal Information

We collect and use personal information about you so that we can provide you with a policy that suits your insurance needs. This notice explains the most important aspects of how we use your information but you can get more information about the terms we use and view our full privacy policy at [www.aviva.co.uk/privacypolicy](http://www.aviva.co.uk/privacypolicy) or request a copy by writing to us at Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester LE7 1PD.

The data controller responsible for this personal information is Aviva Insurance Limited as the insurer of the product.

#### Personal information we collect and how we use it

We will use your personal information:

- to provide you with insurance: we need this to decide if we can offer insurance to you and if so on what terms and also to administer your policy and handle any claims.
- to support legitimate interests that we have as a business: we need this to manage arrangements we have with reinsurers, for the detection and prevention of fraud and to help us better understand our customers and improve our customer engagement,
- to meet any applicable legal or regulatory obligations: we need this to meet compliance requirements with our regulators (e.g. Financial Conduct Authority), to comply with law enforcement and to manage legal claims, and
- to carry out other activities that are in the public interest: for example we may need to use personal information to carry out anti-money laundering checks.

As well as collecting personal information about you, we may also use personal information about other people, for example, contained in financial accounts or relating to beneficiaries of a deceased's estate. If you are providing information about another person we expect you to ensure that they know you are doing so and are content with their information being provided to us. You might find it helpful to show them this privacy notice and if they have any concerns please contact us in one of the ways described below.

The personal information we collect and use will include name, address, date of birth and financial information. If a claim is made we may also collect personal information about the claim from you and any relevant third parties.

If we need your consent to use personal information, we will make this clear to you when your application or any claim is submitted. If you give us consent to using personal information, you are free to withdraw this at any time by contacting us - refer to the "Contacting us" details below. Please note that if consent to use information is withdrawn we may not be able to continue to provide the policy or process claims and we may need to cancel the policy.

Of course, you don't have to provide us with any personal information, but if you don't provide the information we need we may not be able to proceed with your application or any claim you make.

Some of the information we collect as part of this application may be provided to us by a third party. This may include information already held about you within the Aviva group, including details from previous quotes and claims, information we obtain from publicly available records, our trusted third parties and from industry databases, including fraud prevention agencies and databases.

### **Automated decision making**

We may carry out automated decision making to decide whether we can provide insurance to you and on what terms, deal with claims or carry out fraud checks. In particular we may use an automated underwriting engine to provide a quote for this product, using the information we have collected.

### **On-line information**

When you visit one of our websites, we may record information about your computer or mobile device, including hardware and software used, general location, when and how you interact with our websites. This information is used to note your interest in our websites, improve customer journeys, determine pricing and/or offer you available discounts.

### **How we share your personal information with others**

We may share your personal information:

- with the Aviva group, our agents and third parties who provide services to us, and other insurers (either directly or via those acting for the insurer such as loss adjusters or investigators) to help us administer our products and services,
- with regulatory bodies and law enforcement bodies, including the police, e.g. if we are required to do so to comply with a relevant legal or regulatory obligation,
- with other organisations including insurers, public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes,
- with reinsurers who provide reinsurance services to Aviva and for each other. Reinsurers will use your data to decide whether to provide reinsurance cover, assess and deal with reinsurance claims and to meet legal obligations. They will keep your data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third party service providers, law enforcement and regulatory bodies.

Some of the organisations we share information with may be located outside of the European Economic Area ("EEA"). We'll always take steps to ensure that any transfer of information outside of Europe is carefully managed to protect your privacy rights. For more information on this please see our Privacy Policy or contact us.

### **How long we keep your personal information for**

We maintain a retention policy to ensure we only keep personal information for as long as we reasonably need it for the purposes explained in this notice. We need to keep information for the period necessary to administer your insurance and deal with claims and queries on your policy. We may also need to keep information after our relationship with you has ended, for example to ensure we have an accurate record in the event of any complaints or challenges, carry out relevant fraud checks, or where we are required to do so for legal, regulatory or tax purposes.

### **Your rights**

You have various rights in relation to your personal information, including the right to request access to your personal information, correct any mistakes on our records, erase or restrict records where they are no longer required, object to use of personal information based on legitimate business interests, ask not to be subject to automated decision making if the decision produces legal or other significant effects on you, and data portability. For more details in relation to your rights, including how to exercise them, please see our full privacy policy or contact us - refer to the "Contacting us" details below.

### **Contacting us**

If you have any questions about how we use personal information, or if you want to exercise your rights stated above, please contact our Data Protection team by either emailing them at [dataprt@aviva.com](mailto:dataprt@aviva.com) or writing to the Data Protection Officer, Level 4, Pitheavlis, Perth PH2 0NH.

If you have a complaint or concern about how we use your personal information, please contact us in the first instance and we will attempt to resolve the issue as soon as possible. You also have the right to lodge a complaint with the Information Commissioners Office at any time.

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## **Our Regulatory Status**

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We are registered as Aviva Insurance Limited. (Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH) and our firm's reference number is 202153. You may check this information and obtain further information about how the Financial Conduct Authority protects you by visiting their website [www.fca.org.uk](http://www.fca.org.uk) or by contacting them on 0800 111 6768.

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## **Customers with Disabilities**

This policy and other associated documentation are also available in large print, audio and Braille. If you require any of these formats please contact Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3GG, quoting your policy number or telephone 0800 158 2236.

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## **Telephone call charges and recording**

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.



## Statement of Fact for Your Aviva Legal Indemnity Draft Policy



Produced on 18 October 2018

**This is an important document and you must read it in full**

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### Draft Policy Details

**Draft Policy number** 181QU186689  
**Start Date**

The following information has been provided to us by or on behalf of the owner/occupier of the Properties or some other person with recent, first-hand knowledge of the Property, immediately before the Start Date of the policy.

We have relied on this information in deciding whether, and on what terms, to offer cover, and it forms part of your policy. Please read any assumptions carefully.

If you are aware of any error or inaccuracy in this information you should tell us immediately. If you do not tell us about any relevant facts:

- we may cancel your policy and refuse to pay any claim, or
- we may not pay any claim in full, or
- we may revise the premium and/or change any excess, or
- the extent of the cover may be affected.

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### No Search - Re-Mortgage

- The Property has been used continuously as a single private dwelling throughout the past 12 months.
- The owner(s) are the legal owner(s) of the Property on the Effective Date.
- You are not aware of any fact, matter or circumstance which would be likely to affect the use of the Property or its value, or give rise to a claim under this policy.
- At the Effective Date, the amount secured by any mortgages or charges on the Property do not in the aggregate exceed 95% of the value of the Property.
- On the Effective Date there is no chancel repair liability registered against the Property at HM Land Registry or, where title is unregistered, known to be reserved in the title deeds.
- This indemnity applies only to properties located in England, Wales, Scotland or Northern Ireland.