Policy Summary:
Freehold Rent Charge and Restrictive Covenant Indemnity

This document provides a summary of the cover provided under the policy. It does not contain the full terms and conditions of the policy.

To the intermediary
We recommend this document is provided to the policyholder before conclusion of the insurance contract.

To the policyholder
We assume the need to purchase this policy has resulted from legal advice provided to you. It is important you read this policy summary and the attached policy document carefully upon receipt.

Who are the Underwriters?
The Underwriters are Liberty Legal Indemnities, part of Liberty Mutual Insurance Europe Limited

What is the type of insurance and cover provided under this policy?
This Freehold Rent Charge and Restrictive Covenant Indemnity provides cover where title to your property is subject to an outstanding rent charge liability, along with accompanying restrictive covenants, and a third party attempts to enforce a right of re-entry due to non-payment of the rent charge and/or attempts to enforce the restrictive covenants.

It is designed to ensure you are indemnified against loss arising from a claim under the policy, subject to the policy terms and conditions.

Are there any significant conditions or exclusions under this policy?
Full details of conditions and exclusions are detailed in the policy, but we would draw your attention to the following:

1. You must not apply for release or modification of the restrictive covenants.
2. You must pay any rent under the terms of the rent charge which becomes due after the policy commences, should you receive a demand for payment.
3. You, or anyone acting on your behalf, must not:
   a. disclose the existence of this policy to any third party other than prospective purchasers, lenders, lessees and their legal advisers without our prior consent
   b. take or fail to take action which results in a claim as this may prejudice your position and void the policy
   c. take any steps to settle a claim without our prior written consent.

What is the term of this policy?
The policy remains in force without limitation, from the policy commencement date.

Do I need to review and update my policy cover to ensure it remains adequate?
Requests to increase or extend cover can be considered. We are not permitted to provide advice or recommend how you proceed. You will need to make your own choice about how to proceed, with guidance from your legal adviser.

What are my rights to 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 interested parties (such as lenders holding a mortgage or charge on the Property) consent to cancellation.

If you wish to cancel this policy, please write (quoting your policy number) to The Underwriting Manager, Countrywide Legal Indemnities, St. Crispins, Duke Street, Norwich, Norfolk NR3 1PD

What if you need to notify a claim under this policy?
You must provide details to us of any potential claim without unnecessary delay.

Please contact the Claims Manager by:
- writing to Countrywide Legal Indemnities, St. Crispins, Duke Street, Norwich, Norfolk NR3 1PD
- telephoning 01603 617617
- emailing claims@cli.co.uk

What if you have a complaint?
Please contact the Underwriting Manager (Complaints) by:
- writing to Countrywide Legal Indemnities, St. Crispins, Duke Street, Norwich, Norfolk NR3 1PD
- telephoning 01603 617617
- emailing complaints@cli.co.uk

Are we covered by the Financial Services Compensation Scheme (FSCS)
The Underwriters are 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, 7th Floor Lloyds Chambers, Portsoken Street, London E1 8BN.

The FSCS website may be viewed at www.fscs.org.uk
**Policy schedule:**
**Freehold Rent Charge and Restrictive Covenant Indemnity**

<table>
<thead>
<tr>
<th><strong>Policy number</strong></th>
<th>CLI16165457</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Premium</strong></td>
<td>£162.00 (inclusive of Insurance Premium Tax)</td>
</tr>
<tr>
<td><strong>Underwriters</strong></td>
<td>LIBERTY LEGAL INDEMNITIES – Underwritten by Liberty Mutual Insurance Europe Limited under Binding Authority Contract Number RNMFP1603842</td>
</tr>
<tr>
<td><strong>Insured</strong></td>
<td>The current and future owner(s) of the Property, their lessees and any bank, building society or other similar lending institution holding a mortgage or charge on the Property.</td>
</tr>
<tr>
<td><strong>Limit of Indemnity</strong></td>
<td>£417,000 increasing by 10% compound interest per annum on each anniversary of the Policy Commencement Date but not exceeding 200% of the original Limit of Indemnity at the Policy Commencement Date</td>
</tr>
<tr>
<td><strong>Policy Commencement Date</strong></td>
<td>23 September 2016</td>
</tr>
<tr>
<td><strong>Policy Term</strong></td>
<td>In perpetuity from the Policy Commencement Date</td>
</tr>
<tr>
<td><strong>Property</strong></td>
<td>117 Galleywood Road Great Baddow Chelmsford CM2 8DR</td>
</tr>
<tr>
<td><strong>Insured Risk</strong></td>
<td>Title to the Property is or may be subject to</td>
</tr>
<tr>
<td></td>
<td>1. an outstanding freehold rent charge liability created prior to the Policy Commencement Date ('Freehold Rent Charge Liability')</td>
</tr>
<tr>
<td></td>
<td>2. restrictive covenants imposed with and attached to the Freehold Rent Charge Liability, which may be breached by the Insured Use</td>
</tr>
<tr>
<td><strong>Insured Use</strong></td>
<td>Continued use as a single, owner occupied or investment residential dwelling, including any extensions, additions or alterations, as in existence and which has remained unaltered for at least 12 months at the Policy Commencement Date.</td>
</tr>
</tbody>
</table>

Signed for and on behalf of the Underwriters

Steven Clarke - Chairman Countrywide Legal Indemnities Limited

Date policy signed 28/09/2016
Underwriters and the Insured.

unless otherwise specifically agreed between the

Underwriters will indemnify the Insured against: -

1. establishing any estate or title adverse to the
   Insured’s title to the Property (‘Adverse Interest’)
   and/or
2. attempting to enforce restrictive covenants
   that false or misleading information
   has been provided) this may invalidate or affect the
   policy provided to that Insured and result in the
   rejection or adjustment of any claim made by them,
   and the premium paid may not be returned by the
   Underwriters.

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 Underwriters, 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 Underwriters prior to the
   Policy Commencement Date.

Cover

In the event of any person(s) or corporation: -

1. establishing any estate or title adverse to the
   Insured’s title to the Property (‘Adverse Interest’)
   and/or
2. attempting to enforce restrictive covenants
   directly attributable to the Insured Risk, the
   Underwriters will indemnify the Insured against: -

a. the cost of defending or prosecuting legal
   proceedings in a court or tribunal whether the
   procedures 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 Underwriters in the name of the Insured
d. reduction in market value of the Property, in
   accordance with the Insured Use, being the
   difference between the market value of the Property
   on the assumption that
   i. there is no Adverse Interest and to the extent
      that the Adverse Interest exists and is capable
      of being enforced
   ii. the restrictive covenants are unenforceable and
      to the extent that they are held to be
      enforceable,
   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 Underwriters
   otherwise accept 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
e. 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, to the extent that the expenditure
   is rendered abortive
f. any other costs incurred with the written agreement
   of the Underwriters for the purpose of settling any
   claim.

General Conditions

a. 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 the policy may
   prejudice the Insured’s position and could
   invalidate the policy
b. The Insured or anyone acting on the Insured’s
   behalf will not without the Underwriters prior
   written consent
   i. disclose the existence of this policy, or any
      information relating to it, to any third party
      other than bona fide prospective purchasers,
      their lenders, lessees and respective legal
      advisers
   ii. apply for release or modification of the
      restrictive covenants
   iii. the restrictive covenants are unenforceable,
   c. The total liability of the Underwriters under this
      policy will not exceed the Limit of Indemnity.
   d. The Insured will pay rent which becomes due after
      the Policy Commencement Date. If the Underwriters
      establish the Insured failed to act as stated above and
      provided false or misleading information (and/or
      had knowledge that false or misleading information
      was provided) this may invalidate or affect the
      cover provided to that Insured and result in the
      rejection or adjustment of any claim made by them,
      and the premium paid may not be returned by the
      Underwriters.

11/08/16
Claims conditions

1. Duties of the Insured
On becoming aware of any potential or actual claim, 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. Rights of the Underwriters
In dealing with the claim the Underwriters will at their discretion be entitled to:
   a. take or defend proceedings in any court or tribunal in the name of the Insured
   b. exercise in the name of the Insured any rights or remedies available to the Insured in any proceedings including the right to abandon or submit to judgement
   c. compromise, settle or compound the claim and deal in such manner as they think fit
   d. pay at any time to the Insured the amount of the Limit of Indemnity or any lesser amount for which the claim can be settled and then relinquish control of and have no further involvement with the claim.

If the Insured makes a fraudulent claim, the Underwriters will not be liable to pay the claim and may recover from the Insured any sums already paid and treat the policy as having been terminated from the time of the fraudulent act. The Underwriters 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.

3. Abandonment of the Property
The Insured will not be entitled to abandon the Property to the Underwriters.

4. Other Insurance
If, at the time of the claim, 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. Arbitration
If any difference arises as to the amount to be paid under this policy (liability being otherwise admitted), the Insured and the Underwriters can mutually agree to refer such difference to an arbitrator. In the absence of an agreement to use a specific arbitrator, an arbitrator will be appointed by the President of the Chartered Institute of Arbitrators in accordance with the law at that time. Provided this clause does not affect any rights of the Insured where applicable 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.

Notifying claims and complaints

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, St. Crispins, Duke Street, Norwich, Norfolk NR3 1PD
   • 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, St. Crispin’s, Duke Street, Norwich NR3 1PD
   • 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 Head of Compliance at Liberty Specialty Markets for and on behalf of Liberty Mutual Insurance Europe Limited at 20 Fenchurch Street, London EC3M 3AW (“Liberty”). Liberty will aim to resolve your complaint within 14 days, but if this is not possible due to the complexity of the complaint, they will provide an update after 14 days explaining the likely timescale, and aim to resolve it no longer than 8 weeks after first receipt of your complaint.

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.

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