

Lack of Party Wall Agreement


Schedule

Policy Number: SAMPLE 0001

Insurer	ERGO Versicherung AG, UK Branch ERGO Versicherung AG is a German insurance company with its headquarters at Victoriaplatz 2, 40477 Düsseldorf. Registered No: HRB36466. ERGO Versicherung AG, UK Branch is registered in England and Wales, Registration No. BR016401. Registered Office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. ERGO Versicherung AG, UK Branch is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority.
Insured/You/Your	Mr and Mrs Sample and future owners or occupants of the Property and Your/their mortgage lender(s)
Property	1, Sample Lane, Sampletown, Sampleshire, AA1 1AA.
Limit of Indemnity	£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.
Premium	£0.00 (including Insurance Premium Tax of £0.00).
Inception Date	00/00/0000
Period of Insurance	From the Inception Date and continuing in perpetuity.
Insured Use	The continued use of the Property as a single residential leasehold flat or maisonette as constructed at the Inception Date.
Additional Conditions and Exclusions	See Insured Risk Appendix

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



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 the Insurer may reject Your claim.

Definitions

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

Administrator/We/Us	CLS Risk Solutions Limited, St Paul's House, 8-12 Warwick Lane, London, EC4M 7BP. CLS Risk Solutions Limited can be contacted by email at express@clsrs.co.uk or by telephone on 0203 409 9510.
Adverse Interest	An estate, right, title or interest arising out of an Insured Risk and which existed before the Inception Date and which is asserted adverse to or in derogation of Your title to the Property.
Insured Risk	A matter defined in an Insured Risk Appendix attached to this Policy which may interfere with Your use of the Property.
Loss	Financial loss as described in an Insured Risk Appendix attached to this Policy which You have directly suffered because of an Insured Risk.
Loss Event	All or any of: (a) disposal for value of all or part of Your interest in the title to the Property following an Order which causes You to realise a reduction in Market Value; or (b) actual dispossession from all or part of Your Property following an Order which causes You to realise a reduction in Market Value; or (c) such other event following an Order which causes You to realise a reduction in Market Value.
Market Value	The value of Your interest in the title to the Property as determined by a surveyor appointed by agreement between You and the Insurer, but subject to General Condition 11.
Order	A final order, decision, judgment or permanent injunction from a court, the Upper Tribunal (Lands Chamber) or other body of competent jurisdiction upholding the Adverse Interest in full or in part.

Statements of Fact

The statements shown as "Statements of Fact" in an Insured Risk Appendix, being statements confirmed by You 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 the Premium and Insurance Premium Tax have been paid to the Administrator within 14 days of the Inception Date or another period to which the Insurer has agreed in writing, the Insurer will indemnify the Insured for Loss.

Protection for Mortgagees 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 will not be liable to indemnify You for:

1. Loss arising wholly or partly because of the wilful act or neglect of You after the Inception Date;
2. Loss arising from a deliberate or reckless failure to disclose to the Insurer every material circumstance which the Insured knows or ought to know or misrepresentation of any material fact. Where the failure to disclose or misrepresentation is not deliberate or reckless, depending on the circumstances, the insurer may still be entitled to refuse a claim or reduce proportionately the amount to be paid on a claim;
3. Loss arising from any matter stated as an Additional Exclusion in an Insured Risk Appendix.

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 the breach of these conditions is responsible for increasing the amount of Loss.

1. It is a condition precedent of the Insurer's liability under this Policy that the Insured will give written notice to Us at the address shown under "Making a Claim", below, as soon as reasonably practicable, of any circumstances likely to give rise to a claim for which the Insurer may be liable under this Policy and provide Us with such information and documentation as may reasonably be requested.
2. The Insurer will be entitled to participate fully in any defence, negotiation or settlement of an Adverse Interest and in any such event the Insured will (to the extent reasonably practicable in the circumstances, but without limitation):
 - (i). not incur any cost or expense without first consulting with and receiving written consent from the Insurer;
 - (ii). not make any admission of liability, offer, settlement, promise, payment or discharge without first consulting with and receiving written consent from the Insurer;
 - (iii). give the Insurer access to and provide the Insurer with copies of all correspondence and documentation available to the Insured in relation to the Adverse Interest and afford the Insurer sufficient time in which to review and comment on such documentation;
 - (iv). inform the Insurer of any proposed meeting with any third party in relation to an Adverse Interest and allow the Insurer to attend such meeting and, if the Insurer so requests, provide a detailed written account of the subject and outcome of any such meeting or discussion at which the Insurer was not present;
 - (v). conduct all negotiations and proceedings in respect of any Adverse Interest with advisers of which the Insurer has approved in writing and take such action as the Insurer may reasonably require to contest, avoid, resist, compromise or otherwise defend an Adverse Interest;
 - (vi). provide the Insurer with such other information and assistance in connection with any Adverse Interest as the Insurer may reasonably request.
3. The Insurer will be entitled to all rights and defences it may have in respect of a claim by an Insured against any successor to that Insured.
4. If at the time of any claim made under this Policy there is any other insurance in place whether effected by the Insured or by any other person under which the Insured may be entitled to make a claim wholly or partly in respect of the Insured Risk the Insurer will be liable to pay or contribute in respect of a claim under this Policy only rateably with such other insurance.
5. If the Insured makes any claim knowing it to be false or fraudulent as regards amount or otherwise, this Policy will become voidable and all claims under it may be forfeited.

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 the breach of these conditions is responsible for increasing the amount of Loss.

1. It is a condition precedent to the Insurer's liability under this insurance contract that the Statements of Fact made by You to the Insurer are true and accurate at the time of Inception of the contract.

2. The Insurer and Insured agree that each will, where required to take any action or provide its consent or compliance, do so reasonably and without undue delay.
3. The Insured will only use the Property for the Insured Use.
4. The Insured will not, without the written consent of the Insurer:
 - (i). disclose the existence of this Policy, other than to prospective purchasers, their mortgagees, and their respective legal representatives;
 - (ii). communicate on any matter regarding an Insured Risk with any party who, it is reasonable to believe, may be entitled to assert an Adverse Interest;
 - (iii). make an application to any court or the Upper Tribunal (Land Chamber) or the Land Registry in respect of an Insured Risk.
5. This Policy will be governed by and construed in accordance with the law of England and Wales and is subject to the jurisdiction of the courts of England and Wales.
6. The total liability of the Insurer in respect of all claims made under this Policy will not exceed, in the aggregate, the Limit of Indemnity.
7. This Policy will not be in force unless it has been signed by a person who has been authorised to do so by the Insurer.
8. The Insured will take reasonable steps to mitigate Loss provided that the cost of such steps taken at the request of or with the written consent of the Insurer after notification of a claim or circumstance likely to give rise to a claim to the Insurer will be borne by the Insurer.
9. The Insurer may, at its discretion and at its own cost, with the prior consent of the Insured, take any action which it considers necessary to prevent or minimise Loss whether or not it is liable under this Policy (including but not limited to pursuing or defending any action at law or otherwise or making an application to a court, the Upper Tribunal (Lands Chamber) or other body of competent jurisdiction in the name of and on behalf of the Insured in relation to an Insured Risk) and by doing so the Insurer will not be taken to have conceded any liability or waived any provision of this Policy.
10. If the Insurer agrees or is obliged to make any payment to or on behalf of an Insured because of an Insured Risk, the Insurer will immediately be subrogated to any rights which that Insured may have in relation to that Insured Risk.
11. If any dispute arises as to Market Value or an amount to be paid under this Policy (the Insurer having otherwise accepted liability) such dispute will be referred to an arbitrator to be appointed by agreement between the Insurer and Insured or, failing agreement, by the President at that time of the Royal Institution of Chartered Surveyors. Where referral to arbitration is made under this Condition, the making of an award will be a condition precedent to any right of action against the Insurer. The costs of any arbitration will be shared equally by the Insurer and Insured.
12. For the purposes of this Policy, the Administrator is authorised to provide any consent required under the terms of this Policy on behalf of the Insurer.
13. Any Additional Condition in an Insured Risk Appendix.

Cancellation Rights

This Policy may be cancelled by contacting the Cancellations Department at cancellations@clsrs.co.uk within 14 days of the Inception Date. Provided no claim has been made or is pending any premium paid will be refunded in full. No refund of premium will be available if the policy is cancelled after 14 days from the Inception Date.

If the premium is not paid to Us within 14 days, We have the right to cancel the policy from the Inception Date. Notice will be sent to the Insured in the post.

If this Policy is cancelled, this may breach a condition of a loan secured over the Property or other terms for the sale of the Property.

Making a Claim

As soon as any circumstances likely to lead to a claim under the policy become known to You, please write with details to the Claims Manager at claims@clsrs.co.uk quoting the policy number. Please be aware of the Claims Conditions and General Conditions of the policy.

Complaints Procedure

We aim to provide an excellent service. If You have any cause for complaint You should, in the first instance, contact the Administrator by email complaints@clsrs.co.uk, by telephone at 0203 409 9510 or by post to CLS Risk Solutions Limited, St Paul's House, 8-12 Warwick Lane, London, EC4M 7BP. Please quote the details of the Policy (surname and initials, policy number and property address). If the matter is not resolved to Your satisfaction, please write to:

The Complaints Manager, ERGO Versicherung AG, UK Branch, by email complaints@ergo-commercial.co.uk, by telephone 0203 003 7444 or by post to ERGO Versicherung Plantation Place, 30 Fenchurch Street, London EC3M 3AJ.

If You are still dissatisfied then You may have a right to refer Your complaint to:
The Financial Ombudsman Service

Exchange Tower
London E14 9SR
0800 023 4 567 calls to this number are now free on mobile phones and landlines
0300 123 9 123 calls to this number cost no more than calls to 01 and 02 numbers
Email at: complaint.info@financial-ombudsman.org.uk

The existence, and Your use of, this complaints process is without prejudice to Your other rights under this insurance and to 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 from the scheme in the unlikely event that it cannot meet its obligations if You are an individual, an unincorporated association or a small business. The FSCS will meet up to 90% of Your claim without any upper limit. Further details can be obtained from www.fscs.org.uk or You may contact the FSCS on 020 7741 4100 for further details.

Data Privacy Notice

The privacy and security of Your personal information is very important to CLS Risk Solutions Limited ('CLS'). The details provided here are a summary of how We process – that is collect, use, share, transfer and store – Your information.

For our full Data Privacy Notice please visit Our website <https://cls.co.uk/Content/PDFs/Website/Privacy%20Statement.pdf> or contact our Compliance Manager at: 17 Kings Hill Avenue, Kings Hill, West Malling, Kent. ME19 4UA or by email: compliance@cls.co.uk or by telephone 01732 753 910.

Your insurance brokers or other intermediaries (if applicable) may have their own reasons for processing Your personal data. Please contact them directly should You require further information about their uses of Your data.

Collection of Data

CLS may collect a range of personal and business information supplied by You or third parties on Your behalf. This information may include the following: basic personal details such as Your name, address, telephone number, gender, marital status, and additional information about Your insurance requirements, such as details of Your business.

We will always attempt to explain clearly when and why We need this information and the purposes for which We will use it and where necessary We will obtain Your explicit consent to use personal data.

CLS may also collect data about You, Your business or the insured property from a number of different sources, including but not limited to the electoral role, third party databases available to the insurance industry, other insurance firms, loss adjusters and/or other parties involved in the process of administering a claim, as well as publicly available sources.

Personal Data about others

We may collect data about other individuals, such as Employees, family, or members of Your household. If You give Us information about another person, it is Your responsibility to ensure and confirm that You have told that person why and how CLS uses personal data and that You have that person's permission to provide that data to Us and for Us to process it.

Our uses of Data

CLS uses the data We collect to operate our business and provide the products We offer. The information We collect may be used for (amongst other purposes) the following: to assess Your application for a quote or product; to evaluate the risk You present; to verify Your identity; to administer Your Policy and deliver our services; to conduct statistical analysis for pricing purposes; to administer claims; and to investigate and resolve complaints.

Should the need arise, CLS may also use data for the following purposes: to collate Your Policy or claims history; to undertake credit referencing or credit scoring and to assist with financial crime and fraud detection.

Sharing Your Data

If You request a quote, or purchase a product, Your personal information may be shared with and processed by a number of third parties which include but are not limited to regulatory, dispute resolution or law enforcement bodies; other insurance organisations including reinsurers; fraud prevention and credit reference agencies (who may keep a record of the search); or other relevant third parties within our administrative structure.

Your data may be disclosed when We believe in good faith that the disclosure is required by law; necessary to protect the safety of our employees or the public; required to comply with a judicial proceeding, court order or legal process; or for the prevention or detection of crime (including fraud).

Transfer and Storage of Your Data Overseas

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all applicable principles of English law. Personal details will not be transferred outside the EEA unless the transfer is to a country which is considered to have equivalent standards with regard to data protection, or We have taken reasonable steps to ensure that suitable data protection standards are in place.

Data Retention

CLS will only keep data for as long as it is necessary to continue providing our products and services to You and/or to fulfil our legal and regulatory obligations in line with our data retention policy.

Data Subject Rights

You have a number of rights in relation to the information We hold about You. These rights include but are not limited to the right to a copy of Your personal information We hold; to object to the use of Your personal information; to withdraw any permission You have previously provided; and to complain to the Information Commissioner's Office at any time if You are not satisfied with our use of Your information. For a more complete list of Your rights please refer to the full Data Privacy Notice.

Please note that there are times when We will not be able to delete Your information. This may be as a result of a requirement to fulfil our legal and regulatory obligations, or where there is a minimum statutory period of time for which We have to keep Your information. If We are unable to fulfil a request We will always let You know our reasons.

Changes to this Data Privacy Notice

We may amend this Data Privacy Notice from time to time for example, to keep it up to date or to comply with legal requirements. Should any significant changes be made to the ways in which CLS processes data from those described at the time of collection, We will post a notice on our website.

Sample

Insured Risk Appendix Lack of Party Wall Agreement

Policy Number: SAMPLE 0001

This Appendix is part of the above-numbered Policy.

Insured Risks

1. You have no documentary evidence of a Party Wall Agreement (as defined in the Party Wall Act 1996) having been entered in respect of works carried out at the Property prior to the Inception Date.

Additional Conditions

1. The Insured will, at its own cost and in a timely manner, take reasonable and necessary steps to enforce repair and/or maintenance of the Property.
2. A successor in title to the original Insured named in the Schedule of this Policy will obtain for their benefit either a structural or a HomeBuyer's survey report (or equivalent) prior to their purchase of the Property.

Additional Exclusions

1. Loss resulting directly from any structural defect existing in the Property or the building of which the Property forms part which would have been identified by a structural survey or Home Buyers Report (or equivalent).

Loss

1. Reduction in the Market Value of the Property caused directly by an Insured Risk calculated at the date of a Loss Event by reference to:
 - (a) the Market Value of the Property prior to an Order relating to an Insured Risk defined in this Appendix on the assumption that the Insured Risk does not exist; and
 - (b) the Market Value of the Property following an Order relating to an Insured Risk defined in this Appendix.
2. 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 Interest relating to an Insured Risk defined in this Appendix (which may include making an application to a court or the Upper Chamber (Lands Tribunal)).
3. Any other costs and expenses You incur with the Insurer's written consent because of an Insured Risk defined in this Appendix.

Statements of Fact

- A. The Property is a single residential property located in England or Wales; and
- B. The Property has existed unaltered for at least 12 months immediately prior to the Inception Date of the policy; and
- C. The building of which the Property forms part is used for residential purposes only; and
- D. Neither the seller nor the buyer are aware of any problem relating to the structure of the Property or any adjoining building; and
- E. Neither the seller nor the buyer are aware of any dispute relating to the maintenance of the Property or any adjoining building.

Legal Indemnity Insurance

Insurance Product Information Document

Company ERGO Versicherung AG, UK Branch is registered in England and Wales, Registration No.BR016401. Registered Office: Plantation Place, 30 Fenchurch Street, London EC3M 3AJ. ERGO Versicherung AG, UK Branch Branch is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority.

Product Name Lack of Party Wall Agreement

This Insurance Product Information Document is only intended to provide a summary of the main coverage and exclusions and is not personalised to your specific individual needs in any way. Complete pre-contractual and contractual information on the product is provided in your policy documentation.

What is this type of insurance ? This policy protects you as a result of a historical alteration being made to your property which would have required the adjoining neighbour's consent under the Party Wall Act but the permission or relevant documentation was not obtained.



What is insured?

(see the policy document for full details of the losses covered).

- ✓ Loss you incur which arises out of an insured risk and includes:
 - ✓ damages, compensation, costs and/or expenses (but not fines or other penalties) which you have to pay because of a Court Order;
 - ✓ the amount by which the value of the property is reduced by the effect of a Court Order;
 - ✓ any other costs and expenses you incur with the Insurer's written consent because of an Insured Risk.



What is not insured?

(see the policy document for full details of the Losses that are not covered).

- ✗ The Insurer can refuse to pay a loss or reduce any payment for the loss because:
 - ✗ You confirmed a statement of fact to us which you knew or could reasonably have been expected to know was not true; and/or
 - ✗ You make a claim knowing that it is false or fraudulent; and/or
 - ✗ 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.
- ✗ Additional exclusion(s) are contained in the insured risk appendix attached to this policy.



Are there any restrictions on cover?

- !! You must only use the property for the insured use.
- !! You will not, without the written consent of the Insurer:
 - !! disclose the existence of this policy, other than to prospective purchasers, their mortgagees, and their respective legal representatives;
 - !! communicate on any matter regarding an insured risk with any party who, it is reasonable to believe, may have an interest in enforcing an insured risk;
 - !! make an application to any court or the Upper Tribunal (Land Chamber) or the Land Registry in respect of an insured risk.



Where am I covered?

- ✓ You are covered at the risk address(es) shown on your schedule of insurance.



What are my obligations?

- You are required to keep to the conditions as shown in your full policy documentation.
- As soon as any circumstances which are likely to lead to a claim under the policy become known to you, please write with details to the Claims Manager at claims@clsrs.co.uk quoting the policy number. Please be aware of the claims conditions and general conditions of the policy.



When and how do I pay?

You will pay the premium to your insurance broker, agent or intermediary who acted on your behalf to place your insurance with us within the agreed payment terms between you and them. If you placed the insurance directly with us, you will pay us within 14 days of the inception date.



When does the cover start and end?

The cover will start from the inception date as documented in the property schedule of this policy.

The duration of the policy is in perpetuity.



How do I cancel the contract?

This Policy may be cancelled by contacting the Cancellations Department at cancellations@clsrs.co.uk within 14 days from the inception date. Provided no claim has been made or is pending, any premium paid will be refunded in full. No refund of premium will be available if the policy is cancelled after 14 days from the inception date.

If the premium is not paid to us within 14 days, we have the right to cancel the policy from the inception date. Notice will be sent in the post.

If this policy is cancelled, this may breach a condition of a loan secured over the property or other terms for the sale of the property

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

Who are we? CLS Risk Solutions Limited is a specialist insurance intermediary, who arranges legal indemnity insurance. We can be contacted by email info@clsrs.co.uk.

Whose policies we offer? 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.

What Services do we provide? 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.

Payment for our services CLS Risk Solutions Limited 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.

Our regulatory status CLS Risk Solutions Limited is authorised and regulated by the Financial Conduct Authority. Our Reference number is 718255. Our permitted business is arranging non-investment insurance contracts. You can check this on the FCA Register by visiting their website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

What the Financial Conduct Authority is 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.

What to do if you have a complaint We aim to provide an excellent service. If You have any cause for complaint You should, in the first instance, contact the Administrator at complaints@clsrs.co.uk. Please quote the details of the Policy (surname and initials, policy number and property address). If the matter is not resolved to Your satisfaction, please write to:

The Head of Compliance, ERGO Versicherung AG, UK Branch, Plantation Place, 30 Fenchurch Street, London EC3M 3AJ.

If You are still dissatisfied then You may have a right to refer Your complaint to:

The Financial Ombudsman Service

**Exchange Tower
London E14 9SR
0800 023 4 567 calls to this number are now free on mobile phones and landlines
0300 123 9 123 calls to this number cost no more than calls to 01 and 02 numbers
Email at: complaint.info@financial-ombudsman.org.uk.**

The existence, and Your use of, this complaints process is without prejudice to Your other rights under this insurance and to Your rights in law.

The 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 or by telephone on 020 7741 4100.