

Access and Services Insurance

Insurance Product Information Document

This insurance is provided by Liberty Mutual Insurance Europe Ltd ('the Insurer') which is registered in the UK. Liberty Mutual Insurance Europe Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority. Registered number: 01088268.

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 and Services Insurance policy provides cover where there are inadequate legal rights of way and easements to use the services for the property, and the owner(s) of the unadopted access and/or land through which the services run attempts to prevent your use. It is designed to help your property transaction proceed by providing an alternative to contacting the neighbouring landowner(s) 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
- ✓ The cost of obtaining a legal easement for use of the services, or provision of an alternative route for the services
- ✓ Reduction in market value of the property without the benefit of the access and/or services, if your use is permanently prevented
- ✓ Any capital monies contracted or expended, which are subsequently rendered abortive
- ✓ 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 and services
- ✗ your failure to pay reasonable contribution towards maintaining and/or repairing the access and services.



Are there any restrictions on cover?

- ! The policy does not cover claims arising from disputes with third parties who do not own the access and/or land through which the services run
- ! The policy only covers claims where the use of the access, services and property is 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 to use the access and/or services 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.

Liberty Legal Indemnities

Policy schedule: Access and Services Insurance

Policy number	CLI18179857
Premium	£1,950.00 (inclusive of Insurance Premium Tax)
Insurer	LIBERTY LEGAL INDEMNITIES – Underwritten by Liberty Mutual Insurance Europe Limited under Binding Authority Contract Number RNMFP1803842
Insured	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.
Policy Limit	£10,000,000 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	24 October 2018
Policy Term	The policy runs indefinitely from the Policy Commencement Date, subject to the terms of this policy
Property	Colwell Bay Holiday Park, Island View, Fort Warden Road, Totland Bay (PO39 0DA as demised by title number IW85763 land comprising part of Units 7 and 8, Island View, Fort Warden Road, Totland Bay, PO39 0DA as demised by title number IW85920
Insured Risk	<p>The Insured intends to continue to: -</p> <ol style="list-style-type: none">1. gain access with and without vehicles over the access way known as Fort Warden Road leading to and from the Property to the nearest public highway ('Access')2. exercise rights to use, maintain and/or repair the existing services connected to the Property ('Services') <p>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.</p>
Insured Use	Continued use as holiday lets in accordance with any existing planning permissions for the Property and any ancillary reception and leisure facilities'

Date policy signed	26/10/2018
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Liberty Legal Indemnities

Policy wording: Access and Services 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 and/or Services, 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 and/or easement for the Services
 - ii. an alternative access and/or route for the Services
- e. 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 and/or Services, 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.
- 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 or where the Insurer otherwise accepts liability for such expenditure, up to the date of an order by a court or tribunal, to the extent that the expenditure is rendered abortive
- g. any other costs incurred with the written agreement of the Insurer for the purpose of settling any claim.

Exclusions

Claims arising from or relating to: -

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

Liberty Legal Indemnities

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 and/or Services, at the Land Registry.

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.

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.

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, St. Crispins, Duke Street, Norwich, Norfolk NR3 1PD.

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 Complaints Manager 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. 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.

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

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.

Brexit corporate changes

In readiness for Brexit, Liberty Mutual Insurance Europe Limited (LMIE) will be converting into a UK public limited company and subsequently into a European public limited company (Societas Europaea) during the term of this policy. Following the conversion of LMIE into a Societas Europaea, it is intended to transfer the corporate seat of LMIE from the UK to Luxembourg and, at the same time, establish a UK branch of LMIE which will be authorised and regulated by the FCA and PRA.

Neither the insurer nor the insured will have any right to terminate the policy, or take any other action, and nor will any party's rights or obligations in any way be changed, due to the changes outlined.

Please note that for any communication concerning this policy, including for claims or complaints, you should continue to refer to the contact details contained elsewhere in this policy.