

## BY EMAIL ONLY

To: Joanne Fernandes , LCL Solicitors  
Email: Joanne@l-c-l.co.uk

Our Ref: JH/147925  
Your Ref: Joanne Fernandes  
Date: 11 November 2020

Dear Sirs,

**Re: 229 The Broadway, London, SW19 1SD**

Thank you for your enquiry.

This quotation is valid for a period of 90 days from the date of this letter and replaces and supersedes any quotations previously provided on this matter.

## Quotation:

**Risk Type:** Building Regulations  
**Limit of Indemnity:** £840,000.00 any one Loss and in the aggregate  
**Excess:** £0.00  
**Premium:** £336.00 which is inclusive of Insurance Premium Tax of £36.00. (A single premium is payable for this policy for the period of insurance stated)  
**Period of Insurance:** [From the Commencement Date and continuing in perpetuity]  
**Insured:** To be confirmed / Please advise full details  
**Insurer:** The Insurer will be Certain Underwriters at Lloyd's, One Lime Street, London EC3M 7HA under binding authority agreement B6083C00341 followed by the year of inception of the cover.

You will need to read the attached draft policy to ensure it meets the requirements of all interested parties.

Please note that if you wish to accept the terms of this quotation you must comply with all the requirements shown below under paragraph 'Accepting the quotation'.

If you instruct us to proceed and there are remaining outstanding matters, we will be unable to incept the policy.

## Assumptions:

This quotation has been provided on the basis that other than has already been disclosed to us:

1. No circumstances have arisen that will give rise to a claim under the terms of the proposed policy, if it were already in force; for example, there are no pending, ongoing or dormant actions being taken by any third party in relation to the matters for which cover is requested or other title matters.
2. The Property is not a listed building or located in a conservation area.
3. There are no proposals to change the use of the Property or to extend or alter internally or externally the structure of the building currently built on the Property. The works to be insured were not undertaken by or at the request of the proposed insured.
4. None of the parties to the current transaction are aware of:
  - a. any survey or valuation report that identifies defects relating to the works to be insured
  - b. any communication or attempted communication or contact with the local authority (including any failed application for consent) in respect of the works to be insured
  - c. any third party objections made in respect of the works to be insured.
  - d. No planning enforcement, contravention or breach of condition notice or building regulations contravention notice has been issued or threatened and the local authority has not indicated that action may be taken in respect of the works.

## Subjectivities:

This quotation is offered subject to the following:

1. The assumptions set out above are all correct and remain correct.
2. The full name(s) of the insured have been provided as it should appear in the policy document. If the insured is not a private individual, please also provide their address for our records

We are required at law and under our agreements with the insurer to mitigate financial crime risk by conducting sanctions screening as part of our due diligence prior to commencement of any policy. As such all quotations are subject to the proposed insured and other parties relevant to the insurance passing sanctions screening.

This quotation continues to be valid for the duration indicated provided that all subjectivities can be satisfactorily met at the date of the inception of the cover and any further information or documents provided to satisfy the subjectivities does not affect our underwriting of the risk.

We reserve the right to reconsider, withdraw or amend the terms offered in the event of any of the following occurring prior to inception of the cover:

- a. any of the assumptions set out above are incorrect
- b. the further information or documents provided to satisfy the subjectivities alters our assessment of the risk
- c. there are any changes to the information already provided, and/or in the circumstances of the risk.

If this quotation expires before cover is incepted, we will need to re-consider the risk before we will be able to re-confirm terms and renew our quotation. We will need your confirmation that there have been no changes to the information provided and that the above assumptions can still be satisfied. We cannot guarantee that terms will be on exactly the same basis as contained in this quotation.

#### **Accepting the quotation:**

Before you wish the cover to commence, please supply all outstanding information and all details required and requested to complete the policy and to satisfy the subjectivities above.

We will require your written acceptance of the above policy terms and written instructions to incept the offered cover.

We will not be able to accept your instructions to incept the policy in the absence of any outstanding information including the full name of the Insured.

Please note that, unless we specifically agree at our absolute discretion, the backdating of cover is not permitted and that the earliest possible date that cover may be incepted is the date on which your instructions are issued.

#### **Payment of the Premium:**

The premium must be paid within 10 days of the inception date of the policy (unless specifically agreed otherwise). The premium can be paid directly to us into the following account quoting our reference as the payment reference:

- Bank: Royal Bank of Scotland
- A/C Name: Legal & Contingency Ltd
- Sort Code: 15 20 25
- Account Number: 20065713
- Our Reference: JH/147925

Alternatively, you may send us a cheque for the premium made payable to "Legal & Contingency Limited" and sent to our office address.

The policy is voidable in the event of non-payment of the Premium to Legal & Contingency Limited.

We look forward to receiving your instructions.

Yours faithfully,



Jennifer Hayward  
Legal & Contingency Limited

jen.hayward@legal-contingency.co.uk

#### **IMPORTANT NOTICES**

The policy will be underwritten pursuant to authorisation granted to Legal & Contingency Limited by Certain Underwriters at Lloyd's, London under a binding authority agreement with unique market reference (UMR) B6083C00341 followed by the year of inception of the cover.

Legal & Contingency acts as agent of the insurer and not as agent for the proposer, the proposer's legal representatives, or other insurance advisers or intermediaries.

In providing insurance services, Legal & Contingency does so on a 'non-advised' basis and all transactions are deemed to be on an 'execution only' basis. Any information provided in this and any other communication or documentation is therefore not deemed to be, or offered as advice, and should not be construed as such.

We do not recommend the suitability of any product for the purposes of meeting an individual's demands and needs and the responsibility rests with the intermediary acting for the proposer/insured in both the selection of the product and assessment of the demands and needs.

The policies offered by Legal & Contingency have been drafted in accordance with the Insurance Act 2015 save insofar as proportional settlement.

Under the Act insurers can proportionally reduce the claim payment by the proportion of underpayment of premium, this could produce significant and potentially disproportionate reductions to the claims payments made. We, however, have retained the right to charge the additional premium to the level we would have charged in the event that we have inadvertently not been given all material facts where the only action we would have taken is to charge such additional premium we would have required at the outset.

In doing so, we are giving customers confidence that we will pay a claim in full which provides our customers with peace of mind. Our additional premium approach does not prejudice our rights to apply the other remedies provided under the Act for failure by the Insured to make a fair presentation of the risk.

#### **Fair Presentation of the Risk**

If you are arranging insurance for a consumer, it is important that you and all parties to the transaction take care:

- a. that any information that you send us as part of the insurance application is true complete and accurate
- b. ensure that all 'Assumptions' that we have made a quotation subject to are true complete and accurate
- c. that you respond to any 'Subjectivities' that apply to the quotation completely, truthfully and

For a commercial concern, it is important that you and all parties to the transaction provide us with a fair presentation of the risk. The presentation should:

- a. be clear and accessible
- b. disclose all material circumstances which are known or ought to be known by conducting a reasonable search of the information available
- c. include sufficient information to put us on notice that we may need to make further enquiries in order to reveal any material circumstances. A matter is material if it would influence our acceptance of the risk proposed, including the terms applied and premium

You should ensure that facts presented are substantially correct and made in good faith. If you are unsure whether a matter is material, it should be disclosed.

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