Policy Summary:
Terraffirm - Contaminated Land Policy for Commercial Property

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. You should read this summary in conjunction with the full policy wording to ensure you are fully aware of the terms and conditions of the cover.

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 Terraffirm contaminated land policy provides cover should your property or part be identified as contaminated land and a statutory notice or written communication is served against you by an enforcing authority pursuant to the Environmental Protection Act 1990 and/or Water Resources Act 1991.

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. Claims arising from the following are excluded:
   a. act or omission by you or anyone acting on your behalf
   b. use of the property other than as described in the policy
   c. any communication with an enforcing authority, before the policy commencement date, not previously approved by the underwriters
   d. contamination arising from nuclear fuels or waste, radioactivity, lead based paint, asbestos or any naturally occurring matter
   e. injury to any person employed by you
   f. act of vandalism or dumping after the policy commencement date
   g. leakage of any tanks at the property unless they have been decommissioned, emptied, foam-filled, closed and secured, or removed from the Property, prior to the Policy Commencement Date.
2. 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 for a period of 15 years from the policy commencement date or, for any lender, for the full term of any mortgage or charge granted during this period.

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, 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)?
We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our 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:
**TerraFirm - Contaminated Land Policy for Commercial Property - Draft**

<table>
<thead>
<tr>
<th><strong>Policy number</strong></th>
<th>CLI</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Premium</strong></td>
<td>£143.00 (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 RNMFP1503842</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>£125,000.00</td>
</tr>
<tr>
<td><strong>Policy Commencement Date</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Policy Term</strong></td>
<td>15 years commencing from the Policy Commencement Date or, for a lender, the full term of any mortgage or charge completed during this period.</td>
</tr>
<tr>
<td><strong>Property</strong></td>
<td>41 Vanguard Way Little Wakering Southend-On-Sea SS3 0QY</td>
</tr>
<tr>
<td><strong>Insured Risk</strong></td>
<td>The Property or part: -</td>
</tr>
<tr>
<td></td>
<td>1. being designated as contaminated land or part of contaminated land within the meaning of Part IIA of the Environmental Protection Act 1990 (or Contaminated Land (Scotland) Regulations 2005 as appropriate) and/or the Water Resources Act 1991, as amended and including any statutory modification or re-enactment ('the Acts')</td>
</tr>
<tr>
<td></td>
<td>2. requiring investigation and remediation works to be carried out to comply with the Acts or to prevent a statutory notice being served during the Policy Term, due to contamination arising at the Property prior to the Policy Commencement Date.</td>
</tr>
<tr>
<td><strong>Insured Use</strong></td>
<td>Continued use as a commercial premises for non-industrial use as in existence at the Policy Commencement Date.</td>
</tr>
</tbody>
</table>

Signed for and on behalf of the Underwriters

Date policy signed

Issued by Countrywide Legal Indemnities Limited on behalf of Liberty Legal Indemnities.
Countrywide Legal Indemnities, St. Crispins, Duke Street, Norwich, Norfolk NR3 1PD. 01/01/15
Liberty
Legal
Indemnities

Policy wording:
Terraffirm - Contaminated Land Policy for Commercial Property

This policy and policy schedule are one contract and any word or expression to which a specific meaning has been attached shall have that meaning throughout.

The law of England and Wales will apply to this contract unless otherwise specifically agreed between the Underwriters and the Insured.

Operation of Cover
a. This contract is based on information provided to the Underwriters which, together with payment of the premium, has been accepted
b. The Insured agrees to comply with the terms and conditions of this policy.

de. any other costs and expenses directly incurred by the Insured with the written consent of the Underwriters.

Exclusions
Claims arising from or relating to:

a. act or omission by the Insured or anyone acting on behalf of the Insured
b. use of the Property that, at the time of any claim, is materially different from the Insured Use, other than if previously approved in writing by the Underwriters
c. communication entered into with or received from an Enforcing Authority by the Insured (or their predecessor(s) in title), prior to the Policy Commencement Date and material to the cover provided, other than if previously approved in writing by the Underwriters
d. contamination arising from any nuclear fuels, nuclear waste, radioactive toxic explosive or any explosive nuclear assembly or component, any lead based paint or asbestos in any form in on or applied to any fixture, building, or other structure and any naturally occurring matter in its unaltered form or altered solely through naturally occurring processes action or reactions (including but not limited to radon gas)
e. injury to any person arising out of and in the course of being employed by the Insured
f. act of vandalism or dumping by any third party after the Policy Commencement Date
g. leakage of any tanks at the Property unless they have been decommissioned, emptied, foam-filled, closed and secured, or removed from the Property, prior to the Policy Commencement Date.

Non-Invalidation Clause
The interest in this policy of any Insured will not be invalidated by a breach of the policy terms or conditions by any other party, 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 of previous non-disclosure or misrepresentation to the Underwriters.

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 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
c. The total liability of the Underwriters under this policy will not exceed the Limit of Indemnity.

01/01/15
Claims conditions

1. Duties of the Insured

It is a condition precedent to liability that 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
d. notify the Underwriters of the proposed sale of the Property prior to exchange of contracts.

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 shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall become void and the claim shall be forfeited.

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 difference will be referred to an arbitrator (or in the absence of an agreement, an arbitrator appointed by the President of the Chartered Institute of Arbitrators) in accordance with the law at that time.

Where any difference is referred to arbitration, the making of an award shall be a condition precedent to any right of action against the Underwriters.

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’

If you do not receive a reply or acknowledgement within 10 working days please forward full details to Liberty Legal Indemnities by:

- Writing to Liberty Legal Indemnities, Liberty Specialty Markets, 20 Fenchurch Street, London, EC3M 3AW
- Telephoning 020 3758 0000

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 on the working day following receipt, we will send you a written acknowledgement and refer your complaint to the Compliance Officer at Liberty Legal Indemnities, who will provide you a written response within 14 days of first receipt of your complaint.

If you are still not satisfied with the response provided, or you have not received a response within the 14 day period, you may be referred to the Financial Ombudsman Service. 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.