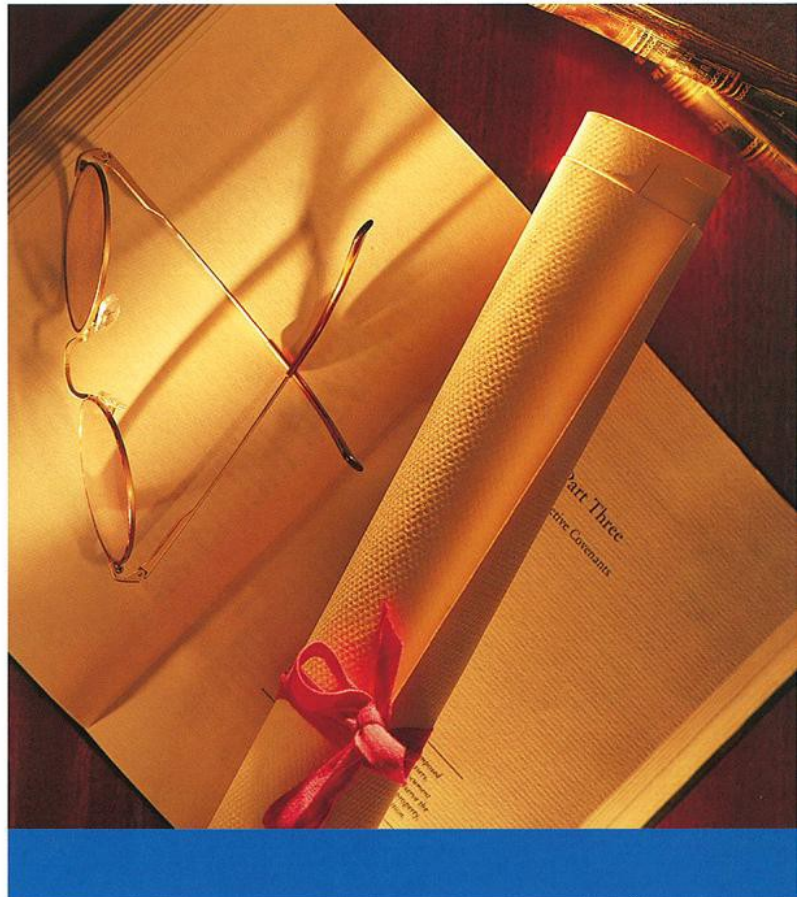




**SAMPLE**



## **Legal Contingency Insurance**

Policy

This is a summary of the policy and does not contain the full terms and conditions of the cover, which can be found in the policy document. It is important that you read the policy document carefully when you receive it.

### **Name of the Insurance Undertaking**

The insurer of the policy is Aviva Insurance UK Ltd.

### **Type of Insurance and Cover**

The Missing Beneficiary Indemnity policy has been specifically designed for the situation where a Deceased's estate is to be distributed and, following enquiries undertaken by Probate Genealogists, there is uncertainty as to whether or not there are further beneficiaries potentially entitled to a share in the estate, who have not been identified.

### **Key Covers, Features and Exceptions**

Your policy includes the following key covers, features and exceptions, which are detailed in full in your policy documentation.

#### ***Cover, Features and Benefits***

In the event of a Missing Beneficiary/ies subsequently claiming an interest in a share or all of the Deceased's estate, the policy covers you against all loss, damages costs and expenses incurred by you (up to the limit of indemnity shown in the policy Schedule).

The policy automatically covers you as the person appointed to distribute the Deceased's estate under probate and any beneficiary receiving a share of the estate.

#### ***Exceptions and Limitations***

Please refer to any provisos, warranties, exclusions and the General Conditions in the policy documentation.

a. Neither you or anyone acting on your behalf must:-

i. make any enquiries to locate potential Missing Beneficiary/ies, after the Policy Date

ii. disclose the existence of the policy to any Missing Beneficiary/ies or to anyone who is not otherwise involved in distribution of and/or receiving a share of the Deceased's estate

b. The policy excludes any claims arising from

i. enquiries made by or on behalf of you or with your permission, to locate the Missing Beneficiary/ies after the Policy Date.

ii. the later discovery of a Will (or a Will more recent than that which was implemented) which effects the distribution of the Estate in whole or part and may disinherit those beneficiaries who received an inheritance based upon the assumption of an intestacy or no more recent Will existing.

### **Duration of Policy**

The policy will remain in force without limit in time from the Policy Date.

### **Cancellation Rights**

There are no statutory cancellation rights under this policy.

### **How to Claim**

If you need to make a claim please contact the solicitor or adviser who arranged the policy or you can write to Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS, quoting your policy number. Telephone 0800 158 2236.

### **If You Have a Complaint**

We hope that you will be very happy with the service that we provide. However, if for any reason you are unhappy with it, we would like to hear from you.

In the first instance, please write to The Manager, Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS or telephone us on 0800 158 2236.

We are covered by the Financial Ombudsman Service. If you have complained to us and we have been unable to resolve your complaint, you may be entitled to refer it to this independent body. Following the complaints procedure does not affect your right to take legal action.

**Agency**  
 FINDERS PROBATE GENEALOGISTS  
 AFG/0900089

**Policy Number**  
 DRAFT ONLY

**The Insurer** Aviva Insurance UK Limited

**The Insured** (i) The legal or natural person(s) appointed under Grant of Probate or Grant of Letters Of Administration (or equivalent thereof in Scotland) to distribute the estate of the Deceased and (ii) any beneficiary receiving all or part of the Deceased's estate

<b>Limit of Indemnity</b>	£125,000.00	<b>Premium</b>	£1,441.27
		<b>Insurance Premium Tax</b>	£72.06
<b>Policy Date</b>	17/06/2009	<b>Total Premium</b>	£1,513.33

**Deceased**  
 X Ample who died on 1/1/2009

**Missing Beneficiary**  
 Any unknown relatives of the Deceased entitled to a share in the Deceased's estate, whose whereabouts were not revealed through enquiry undertaken by Probate Genealogists prior to the Policy Date

**Statement of Fact**

The following questions and answers have been provided as part of the Proposal made to the Insurer and form part of this contract

- |   |            |
|---|------------|
| 1. Is the Insured the sole beneficiary of the deceased's estate?  | <b>No</b>  |
| 2. In the opinion of Finders Probate Genealogists arranging this insurance, are there any other economically viable enquiries which could be carried out to establish if there are other beneficiaries entitled to a share in the Deceased's estate ? | <b>No</b>  |
| 3. Has Finders Probate Genealogists produced its own report INDICATING that all known beneficiaries have been traced, but the report is inconclusive?   | <b>Yes</b> |

## On receipt of your policy

We welcome you as a Policyholder of Aviva a worldwide organisation offering you a local insurance service for your personal and business requirements.

The policy schedule specifies the cover you have selected it is your evidence of insurance and may be required in the event of a claim. Please read the schedule and the policy and return it immediately if it is not in accordance with your requirements.

## Cancellation Rights

If you are an individual buying a policy which provides cover for you in a private capacity, you may cancel this policy within 14 days of its conclusion or receipt of the policy document, whichever is the later. To cancel you should contact the person who arranged the cover. You will be entitled to a refund of the premium paid less a deduction based upon the duration of cover provided.

## How to Claim

If you need to make a claim please contact the solicitor or adviser who arranged the policy or you can write to Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS, quoting your policy number. Telephone 0800 158 2236.

Please be aware of the General Conditions of this Policy.

## Choice of Law

The law of England and Wales will apply to this contract unless:

1. You and the Insurer agree otherwise; or
2. At the date of the contract you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

## Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme ("FSCS"). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any further limit.

Further information about compensation scheme arrangements is available from the FSCS

## Promise of Service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

## What will happen if you complain?

- We will acknowledge your complaint within 2 working days of receipt
- We aim to resolve complaints within 5 working days
- Once an assessment and full investigation of your concern has been made, we will respond with a decision.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed.

If this is likely, we will contact you with an update and give you an expected date of response. This will not be beyond 20 working days from when you first made your complaint. If you remain unhappy with the decision you receive from Aviva, you may write to the Chief Executive. If you are dissatisfied with our final decision, you can refer the matter to the Financial Ombudsman Service (FOS).

The FOS will only consider your complaint if you have given us the opportunity to resolve it and you are a private policyholder, a business with a group annual turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million. Please follow the steps below. If, however, we do not resolve your complaint within 40 working days, the FOS will accept a direct referral.

Whilst we are bound by the decision of the FOS, you are not. Following the complaints procedure does not affect your right to take legal action.

## **What should I do?**

The steps you should take if dissatisfied

### **Step 1 Seek resolution by your insurance adviser or usual Aviva point of contact.**

If you are disappointed with any aspect of the handling of your insurance we would encourage you, in the first instance, to contact the manager concerned. You can write or telephone, whichever suits you, and ask your contact to review the problem.

### **Step 2 Refer your complaint to our Chief Executive**

If you remain unhappy with the decision you receive, please write with full details including Policy number and/or claim number to: The Chief Executive Aviva Surrey Street P.O. Box 6 Norwich NR1 3NSA review of the matter will then be carried out at a senior level and a final decision given.

### **Step 3 Refer your complaint to the Financial Ombudsman Service**

If after making a complaint to us you are still unhappy and you feel the matter has not been resolved to your satisfaction please contact the FOS at:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

(Telephone: 08450-801800)

Please note that the Ombudsman will only consider your complaint if you have already given us the opportunity to resolve it.

## Operation of Cover

The Insured has applied to the Insurer for this insurance and has paid or agreed to pay the premium. A Proposal (including any additional information, declarations or statements) and completed Statement of Fact included with this policy has been made to the Insurer, which is the basis of and forms part of this contract.

## Cover

In the event of the Missing Beneficiary claiming an interest in a share or all of the Deceased's estate after the Policy Date, the Insurer will indemnify the Insured against all loss, damages costs and expenses incurred by the Insured provided that the liability of the Insurer to any one or more Insured does not exceed, in total, the Limit of Indemnity.

## Exclusions

Claims arising from :

- a. enquiries made by or on behalf of the Insured, or with the Insured's permission, to locate the Missing Beneficiary after the Policy Date.
- b. the later discovery of a Will (or a Will more recent than that which was implemented) which effects the distribution of the Estate in whole or part and may disinherit those beneficiaries who received an inheritance based upon the assumption of an intestacy or no more recent Will existing.

## General conditions

### 1. Interpretation

The policy and Schedule are one contract and any word or expression which has been defined has that meaning throughout.

### 2. Duties of the Insured

The policy is issued on the basis that:-

- a. the Insured complies with the terms and conditions of the policy and
- b. the answers in the Proposal and any supplementary declaration or statement are true.

Failure to comply with either of these conditions will make the policy void.

### 3. Communication prohibited

The Insured or anyone acting on the Insured's behalf must not:-

- i. make any enquiries to locate the Missing Beneficiary, after the Policy Date
- ii. disclose the existence of the policy to the Missing Beneficiary or to any third party who is not involved in distribution of and/or receiving a share of the Deceased's estate.

## **Claims Conditions**

### **1. Responsibilities of the Insured**

The Insured must without unnecessary delay give written notice to the Insurer of any potential or actual claim or any circumstances likely to result in a claim. All court documents and/or other communications received by the Insured must be passed immediately to the Insurer. The Insured must not deal with or attempt to settle a claim without the Insurer's prior written agreement.

### **2. Rights of the Insurer**

The Insurer is entitled to:-

a. conduct in the Insured's name the defence and settlement of any claim or the prosecution of any claim for indemnity damages or otherwise

The Insurer will have full discretion in the defence proceedings and settlement of claims and the Insured will provide all information and assistance the Insurer requires

b. pay at any time to the Insured the amount of the limit of indemnity or any lesser amount for which claims can be settled and then give up control of and have no further involvement with the claims.

### **3. Arbitration**

Where the Insurer has accepted a claim and there is disagreement over the amount to be paid the dispute must be referred to an agreed 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 the time. Legal action can only be taken by the Insured after the arbitrator has made an award.

### **4. Other insurance**

If the Insured has other insurance covering the same loss the Insurer will pay no more than its rateable proportion of the loss.