

Legal Indemnity Insurance

Insurance Product Information Document

Company: Legal & Contingency Limited **Product: Absence of Build Over Agreement (Residential use only)**

Legal & Contingency Limited is authorised and regulated by the Financial Conduct Authority – Reference No. 312376. Registered in England No. 3511606.

This Insurance Product Information Document is intended to provide a summary of the main cover and exclusions and is not personalised in any way. Complete contractual and pre-contractual information in the form of the Representations is provided in the policy document.

What is this type of insurance?

This policy provides cover if you suffer a financial loss in complying with or in defence of a notice served by a statutory body where any building or structure on the property was built over, or within, 3 metres of an existing electricity or telecommunications cable or conduit, sewer or other drainage pipe or other service media (excluding gas) without the requisite consent.



What Is Insured?

For a full list of what is and isn't covered please refer to the policy document.

- ✓ Any costs incurred by the insured in complying with an order
- ✓ Any reduction in market value of the insured's interest as calculated by a surveyor
- ✓ Out of court settlement(s)
- ✓ Defence costs including costs incurred in defending any action at law including actions taken in the name of the insured against other parties
- ✓ Any other costs and expenses incurred with the prior written consent of Legal & Contingency Limited



What Is Not Insured?

For a full list of what is and isn't covered please refer to the policy document.

- ✗ Any loss recoverable by the insured in the form of compensation to which the insured is entitled under statute or otherwise or under any buildings insurance policy
- ✗ Any loss arising directly or indirectly from damage to the utilities caused by subsidence, ground heave or landslip, or damage to the utilities caused by the construction of the building
- ✗ Any loss arising from any approach made by the insured to any party who is or may be the statutory body of the utilities after the start of the policy
- ✗ Any loss if the property does not remain as constructed and/or converted at the start of the policy
- ✗ Fines, penalties, punitive, exemplary, aggravated, liquidated and multiple damages
- ✗ Any payment to a party where such payment will be deemed to be in violation of any trade, economic or political sanctions law or regulation



Are there any restrictions on cover?

- ! The property insured must be in England or Wales and used solely for residential purposes.
- ! The building and any other structures on the property must have been in existence and remained structurally unaltered for at least the last 24 months from the start of the policy.
- ! There is no cover, if prior to the start of the policy, any survey (if one has been obtained) has revealed defects in any building on the property.
- ! The policy does not provide cover for any development, redevelopment or change of use; i.e. the property must remain as built and used as at the start of the policy.
- ! There must be a manhole within the curtilage of the property to allow for inspection and/or maintenance of the utilities.
- ! There is no cover, if prior to the start of the policy, any of the parties to the property transaction are aware of any communications with the statutory body relating to works to be carried out to the utilities; any adverse matters relating to utilities or the condition of the utilities; any objection, challenge or dispute relating to any works due to be carried out to the utilities or any adverse claims or notices regarding the utilities.
- ! There is no cover if the property is being sold by a mortgagee in possession, a trustee in bankruptcy, personal representative or an executor.



Where am I covered?

- ✓ This insurance covers the property shown in the policy schedule which must be located in England or Wales.



What are my obligations?

- You must not disclose the existence of the policy other than to your legal representative or mortgagee or to prospective purchasers, their mortgagee and their legal representatives.
- You must not make any admission of liability, offer, promise or payment or incur any costs or expenses.
- In the event of the statutory body enforcing or threatening to enforce the removal of the building (or part of it) or gain access to the property you must notify Legal & Contingency Limited in writing immediately and in any event within 21 days providing full particulars of communications, correspondence and all court documents. You must also do all things necessary to minimise any loss and provide Legal & Contingency Limited with such co-operation, information or assistance as may reasonably be required.



When and how do I pay?

For details of when and how to pay you should contact your legal representative.



When does the cover start and end?

This insurance starts on the inception date shown on the policy schedule and provides cover for a period of 12 years from said date.



How do I cancel the contract?

Please contact your legal representative to cancel your policy within 14 days in the first instance. You will need to provide Legal & Contingency Limited with formal written instructions of cancellation. The policy will be deemed never to have existed. There may be an administration fee imposed for the cancellation of the policy. If the policy is cancelled after 14 days there will be no refund of premium.

Please Note: If the policy is cancelled, you may be in breach of the terms of a mortgage or the terms of the sale of the property.