

Legal Indemnity Insurance

Insurance Product Information Document

Company: Legal & Contingency Limited Product: **Contingent Buildings Insurance Policy (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 following damage or destruction of the property or the building of which the property forms part and you are unable to reinstate, or require reinstatement of, the property or the buildings directly due to the provisions, covenants, arrangements and responsibilities for buildings insurance relating to the property and remainder of the building of which the property forms a part contained in the lease of the property being inadequate or unenforceable.



What Is Insured?

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

- ✓ The reinstatement or repair of the property to the extent that it is necessary for the protection of your own property
- ✓ An inability to obtain the necessary planning permission and/or building regulations for the reinstatement of the property
- ✓ Any reduction in market value of the insured's interest as calculated by a surveyor
- ✓ Out of court settlement(s)
- ✓ Defence costs including costs 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
- ✓ The limit of indemnity shown on the policy schedule



What Is Not Insured?

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

- ✗ Any loss relating to any development, conversion or change of use to the property after the start of the policy
- ✗ Any damage to or destruction of the property by any peril which cannot be reasonably included in a standard all risks material damage buildings insurance policy, any excess or deductible applying under a buildings insurance policy or where the damage or destruction is caused by an act of terrorism
- ✗ Any loss where there is no buildings insurance in force and the insured did not take reasonable steps to ensure the existence or adequacy of buildings insurance cover irrespective of whether that responsibility rests with the insured or a third party
- ✗ Any loss due to the insolvency of any buildings insurance insurer
- ✗ 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.
- ! Any other structures on the property must have been in existence and remained unaltered for at least the last 12 months prior to the start of the policy.
- ! 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.
- ! A comprehensive all risk property insurance must be in force for both the property and the remainder of the building at the start of the policy.
- ! There is no cover if, during the period of the policy coverage, you fail to ensure that a comprehensive all risk property insurance is renewed annually and kept fully in force.
- ! There is no cover if the seller or existing owner has not confirmed, or has been unable to confirm, that during the period of their ownership property insurance has been in force, and that they are not aware of any problems relating to arranging insurance in relation to the property and the rest of the building.
- ! 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 take all reasonable steps to ensure that buildings insurance on the property and the buildings of which it forms part is maintained throughout the lifetime of this contingent buildings insurance policy
- You must not make any admission of liability, offer, promise or payment or incur any costs or expenses.
- If you suffer or may suffer financial loss due to damage or destruction of your property and are unable to reinstate or obtain full indemnity under the buildings insurance 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. The policy provides cover for a period of 30 years and for a mortgagee the full term of any mortgage created within the 30 years from the start of the policy.



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.