

# Legal Indemnity Insurance

Insurance Product Information Document

Company: Legal & Contingency Limited **Product: Chancel Liability Insurance (Residential, commercial or other use)**

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 arising from the enforcement, or threat of enforcement of a chancel repair liability that your title to the property is or may be subject to and which requires you to contribute towards the cost of repairing the chancel of the parish church.



### What Is Insured?

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

- ✓ Demands for payment from the relevant church, Parochial Church Council or other party who may be entitled to recover costs in respect of chancel repair liability
- ✓ Any costs incurred by the insured in complying with a court order
- ✓ Any reduction in the market value of the insured's interest in the property as calculated by a surveyor
- ✓ Out of court settlement(s)
- ✓ Defence costs including costs incurred in defending any action against other parties if it can be argued that you are not subject to a chancel repair liability
- ✓ 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 costs relating to the repair of your property
- ✗ Any costs to repair any part of the church other than the chancel
- ✗ Any loss arising out of an application made by or on behalf of the insured to any court, or the Land Registry in respect of chancel repair liability without the prior written consent of Legal & Contingency Limited
- ✗ 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 must not exceed 25 acres in size.
- ! There is no cover if a search of the Record of Ascertainments has been obtained which establishes a definite chancel repair liability at the start of the policy.
- ! There is no cover if, at the start of the policy, there is any entry in the title to the property, or in the title deeds if the property is unregistered, relating to chancel repair liability.
- ! The policy can only be taken out in connection with a purchase or mortgage (or remortgage) of the property taking place at the start of the policy.
- ! There is no cover if any of the parties to the property transaction are aware of any communications or notifications with or from any church or Parochial Church Council relating to chancel repair liability at the start of the policy.
- ! 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 discuss chancel repair liability with any person, company or organisation or the church or Parochial Church Council who has or may have the benefit of the chancel repair liability or anyone who may act on behalf of such party.
- You must not make any admission of liability, offer, promise or payment or incur any costs or expenses.
- In the event of a demand for contributions towards chancel repair liability 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 continues in perpetuity.



### 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.