

# Legal Indemnity Insurance

Insurance Product Information Document

Company: Legal & Contingency Limited **Product: Flying and/or Creeping Freehold 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 where it is not possible to carry out repairs or maintenance or to obtain contributions towards the repairs or maintenance because part of the property extends over or under an adjoining building and the title to the property does not contain all necessary or adequate rights for support, shelter, protection and covenants, arrangements and access rights for the purposes of maintenance and repair.



### What Is Insured?

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

- ✓ The insured being unable to compel the owners of the building to undertake necessary repair or maintenance of the building required for the support, shelter and protection of the property
- ✓ The insured being unable to obtain contributions towards the cost of maintenance or repair of the building
- ✓ Any reduction in market value of the insured's interest as calculated by a surveyor
- ✓ The reasonable irrecoverable costs of maintenance and repair of the building incurred by the insured
- ✓ Defence costs including 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 where the property is entirely a flying or creeping freehold
- ✗ The direct cost of maintenance and repair of the insured's property or the insured's fair portion of maintenance and repair
- ✗ Any loss relating to the development, conversion or change of use of the property after the start of the policy
- ✗ Any loss relating to the costs for necessary repairs or defects or design faults which would have been revealed by a survey had one been carried out
- ✗ 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 be used solely for residential purposes.
- ! Any structures on the property must have existed and remained unaltered for at least the last 12 months prior to the start of the policy.
- ! The residential use of the property must have been continuous and unchanged 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.
- ! The remainder of the building of which the property forms part must be used for residential purposes only and be occupied at the start of the policy.
- ! The policy does not provide cover if a survey or valuation (had one been obtained) of the property carried out prior to the start of the policy revealed any adverse matters relating to the state of repair or structure of the property.
- ! There is no cover, if prior to the start of the policy, any of the parties to the current property transaction are aware of any difficulties in carrying out maintenance or any objection, challenge or dispute relating to maintenance or the costs of such maintenance and repair.
- ! 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.
- 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 upon becoming aware of a circumstance which could give rise to a claim under this policy. 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 in 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 30 years of 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.