

Legal Indemnity Insurance

Insurance Product Information Document

Company: Legal & Contingency Limited **Product: Planning and/or Buildings Regulations 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 arising from enforcement action or a threat of enforcement action being taken by a relevant authority due to the absence of, or breach of planning and/or building regulations for the construction of, or alterations to the insured property.



What Is Insured?

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

- ✓ Any alteration, addition or extension to your property and/or any associated outbuildings which was completed at least 12 months prior to the start of the policy
- ✓ The construction or conversion of your property and/or any associated outbuildings which was completed at least 4 years prior to the start of the policy
- ✓ Any reduction in the market value of the property as calculated by a surveyor
- ✓ Out of court settlement(s)
- ✓ Defence 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



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, reinstatement of any faulty, defective or inadequate works or materials if not required by an enforcement notice
- ✗ Any structural defect which the insured was aware or should have been aware of at the start of the policy. There is no protection provided for a failure to obtain a full structural survey or gas or electrical inspection prior to the start date of the policy
- ✗ Any loss where an approach is made to the relevant authority in relation to the insured works after the start of the policy
- ✗ The costs of obtaining replacement or substitute certificates
- ✗ Loss where a notice has been served because works carried out after the start of the policy drew attention to the works
- ✗ Any loss relating to works carried out after the start date of the policy
- ✗ Any failure to carry out suitable routine maintenance to the property
- ✗ 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 be an existing residential dwelling with associated outbuildings.
- ! There is no cover if the property was constructed or converted less than 4 years before the start of the policy or there have been any additions, alterations or extension to the buildings on the property within the 12 months immediately 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.
- ! There is no cover if planning permission or buildings regulations approval has been refused by the local authority in respect of the works to be insured prior to the start of the policy, or if there are any pending applications relating to the works at the start of the policy.
- ! There is no cover if the property is a listed building at the start of the policy.
- ! There is no cover if any of the parties to the current property transaction are aware of any adverse communications with the relevant authority relating to the works to be insured, or any objections, notices or disputes from any third party relating to the works to be insured.
- ! There is no cover if you carried out the works to the property or if they were carried out at your request.
- ! 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 application to any court or a relevant authority in respect of works carried out.
- You must not make any admission of liability, offer, promise or payment or incur any costs or expenses.
- In the event of a notice or threat of a notice which may cause the insured financial loss 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.