

Legal Indemnity Insurance

Insurance Product Information Document

Company: Legal & Contingency Limited **Product: Restrictive Covenant Insurance Policy (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 restrictive covenants which your title to the property is or may be subject to and have been breached at least 12 months prior to the start of the policy, whether full details of the restrictive covenants are known or not.



What Is Insured?

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

- ✓ Damages and/or compensation awarded against the insured
- ✓ Any costs incurred by the insured in complying with an order, decision, injunction or judgement from a court upholding a right to enforce the restrictive covenants
- ✓ 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 restrictive covenants imposed in any lease or a financial charge
- ✗ Any restrictive covenant directly entered into by the insured
- ✗ Any loss which arises from an approach by the insured or someone acting for the insured about or in connection with the restrictive covenants being made to anyone who has the benefit of the restrictive covenants
- ✗ Any loss arising from an application to any court in respect of the restrictive covenants
- ✗ Any loss relating to the development, conversion or change of use of the property (or any application to do so) after 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.
- ! 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 current 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 in the event of 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 any of the parties involved in the current property transaction are aware of any communications relating to the restrictive covenants with any party who has the benefit or may have the benefit of the restrictive covenants, or any objection, challenge or dispute relating to the use of the property or restrictive covenants.
- ! 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 the restrictive covenants with any person, company or organisation who has the benefit, or may have the benefit of the restrictive covenants.
- You must not make any admission of liability, offer, promise or payment or incur any costs or expenses.
- In the event of enforcement or attempted enforcement or threat of enforcement of the restrictive covenants 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 in 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.