

# Legal Indemnity Insurance

Insurance Product Information Document

Company: Legal & Contingency Limited **Product: Contaminated Land 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 resulting from being served with a remediation notice, or notice of intent to serve a remediation notice in relation to the property due to historic contamination of the land.



### What Is Insured?

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

- ✓ Costs and expenses resulting from a remediation notice
- ✓ Costs and expenses expended to prevent a remediation notice being served
- ✓ Any reduction in market value of the insured's interest as calculated by a surveyor
- ✓ Out of court settlements
- ✓ Defence costs including costs incurred 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 contamination caused by the insured or relating to the insured use
- ✗ Any loss from any act or omission by the insured or anyone acting on their behalf; any act of vandalism or dumping by anyone; or any loss from toxic, mould mycota, fungus, mould, mildew, Japanese Knotweed, asbestos; harm or pollution caused by radioactive substances; any act of terrorism
- ✗ Any loss where at the start of the policy the property was designated as contaminated land or under investigation by the enforcing authority
- ✗ Any loss relating to the development, conversion or change of use of the property after the start of the policy
- ✗ Any loss where an approach is made to any party regarding any contamination relating 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 must not exceed 1 acre in size.
- ! If the property is NOT USED as a residential dwelling, an environmental search must have been obtained dated no more than 6-months prior to the start of the policy.
- ! There is no cover if any parts of the property are used for agricultural purposes or any purposes within use classes B1 B2 or B8 or Sui Generis use as defined by the Town and Country Planning (Use Classes) Order 1987 (as amended) at the start of the policy.
- ! If the property is a residential dwelling, the current buildings must have been built at least 2 years prior to the start of the policy where the building works benefit from a NHBC certificate or comparable new building warranty, or at least 10 years prior to the start of the policy in the absence of such a certificate or warranty.
- ! Where the property is not used for residential purposes, all structures or hardstanding must have existed for at least 30 years at the start of the policy.
- ! There is no 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, at the start of the policy, an up to date local search has identified either the property or any land adjacent to or adjoining the property as contaminated land.
- ! There is no cover for any loss where at the start of the policy; any of the parties to the current property transaction are aware of any prior communication with an enforcing authority concerning contamination, any current or previous contamination remediation works which had not been completed, other known land uses within the last 50 years, and within 50 meters of the property that have the potential to cause contamination, harm to health, or damage to buildings.
- ! 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 not discuss contaminated land or matters covered by the policy with any person, company or organisation including the enforcing authority
- You must notify Legal & Contingency Limited in writing immediately you become aware of any circumstance that may give rise to a claim under this policy 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. For residential use the policy lasts for a period of 15 years and for a mortgagee the full term of any mortgage created within 15 years of the start of the policy. For commercial use the policy lasts for a period of 7 years.



### 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.