

Contaminated Land Insurance Policy

In consideration of payment of the **Premium** and Insurance Premium Tax, the **Insurer** will, subject to the terms of this Policy, indemnify the **Insured** in respect of **Loss** occurring during the **Period of Insurance**. This Policy is provided on the understanding that full disclosure of all material facts has been made by or on behalf of the **Insured**, whether or not requested. This Policy and any endorsement issued in respect of it are one contract and shall be read together.

Signed by Legal & Contingency Limited on behalf and with the authority of the **Insurer**.




Peter Brocklehurst, Managing Director

Schedule

Insured:	Name of Insured (as set out in the Definitions)	Policy Number: Specimen
Property:	Specimen Address (which comprises a maximum area of 1 acre)	
Age of Property:	Built post-1995	
Premium:	£29.14 (plus IPT at 5% - £1.46)	
Limit of Indemnity:	£400,000	
Inception Date:	November 17, 2005	
Period of Insurance:	A period of up to 15 years from the Inception Date	
Insured Use:	The continued use of the Property as a single owner occupied private residential house or flat as it is constructed at the Inception Date but excluding any property zoned other than for residential purposes	

Cover

The **Insurer** shall indemnify the **Insured** in respect of **Loss** sustained by the **Insured** arising directly out of notice of intent to serve a **Remediation Notice** relating to the **Property** on the **Insured** in respect of the **Property** by the **Enforcing Authority** in accordance with the **Environmental Protection Act 1990** during the **Period of Insurance**.

Protection for Mortgagees and Successors in Title

The **Insurer** shall not avoid liability to any **Insured** under this Policy for claims resulting from any act, omission or misrepresentation committed or made by any other party unless such party acted on behalf of such **Insured** or with the knowledge or consent of such **Insured** or such **Insured** had knowledge of the act, omission or misrepresentation prior to the **Inception Date**.

Exclusions

- The **Insurer** shall not be liable to indemnify the **Insured** in respect of:
 - loss arising directly or indirectly from or contributed to by:
 - any act or omission of the **Insured** or any person acting on their behalf
 - any act of vandalism or dumping perpetrated by any party after the **Inception Date**
 - harm or pollution attributable to radioactive substances
 - toxic, mould mycota, fungus, mould, mildew, asbestos and other contamination transmitted from the building into the ground at the **Property**
 - the **Property** having been zoned other than for residential purposes prior to the **Inception Date**
 - any **Property** constructed during the 24 months prior to the **Inception Date**
 - loss arising as a result of:
 - the **Property** being designated under the **Environmental Protection Act 1990**, or being under investigation by the **Enforcing Authority**, or
 - any failure to disclose any material fact to the **Insurer** prior to **Inception Date**
 - loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism, regardless of any other cause or event contributing concurrently, or otherwise, to the loss. For the purpose of this Policy act of terrorism means an act, including but not limited, to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes, including the intention to influence any government and/or to put the public, or any section of the public, in fear
 - the first £500 in respect of any claim under this Policy.
- The **Insurer** shall have no further liability upon the **Insured** ceasing to be the owner of the **Property** (other than in accordance with Condition 14).
- This Policy shall not be in force unless it has been signed by a person who has been authorised to do so by the **Insurer**.

Conditions

- It is a condition precedent to the **Insurer's** liability that the **Insured's** liability that the **Insured** shall not:
 - occupy the **Property** other than in accordance with the **Insured Use** after the **Inception Date**
 - disclose the existence of this Policy, other than to prospective purchasers, their mortgagees and legal representatives without the prior written consent of the **Insurer**.
- The due observance and fulfilment of the terms of this Policy so far as they relate to anything to be done or complied with by the **Insured** are conditions precedent to any liability of the **Insurer** with any payment under this Policy.
- This Policy shall be governed by and construed in accordance with the law of England and Wales.
- The total liability of the **Insurer** in respect of all claims made under this Policy will not exceed in the aggregate the **Limit of Indemnity**.
- This Policy shall not be in force unless it has been signed by a person who has been authorised to do so by the **Insurer**.
- This Policy is not assignable.
- The **Insured** must give written notice to Legal & Contingency Limited, as soon as reasonably practicable, of any circumstances likely to give rise to a claim for which there may be liability under this Policy and provide them with such information and documentation as they may reasonably require.
- The **Insured** must by prior agreement with and at the expense of the **Insurer**, do and permit to be done all things reasonably practicable to minimise **Loss**.
- The **Insured** must not make any admission of liability, offer, promise or payment or incur any costs or expenses without the prior written consent of the **Insurer**.

10. If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the relevant statutory provisions in force at the time. Where referral to arbitration is made under this Condition, the making of an award shall be a condition precedent to any right of action against the **Insurer**.

11. If at the time of **Loss**, resulting in a claim under this Policy there is any other insurance in force, covering such **Loss** or any part of it, the liability of the **Insurer** under this Policy shall be limited to its rateable proportion of such **Loss**.

12. If the **Insured** shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall become voidable and all claim hereunder shall be forfeited.

13. For the purposes of this Policy, if written consent for any action to be taken by the **Insured** is granted by Legal & Contingency Limited, it shall be deemed to be the consent of the **Insurer**.

14. In the event that the **Insured** shall sell the **Property** or cease to have an interest under this Policy within 9 months of the **Inception Date** the **Insurer** hereby agrees to automatically provide the purchasers but not any subsequent purchaser with a replacement subject to the following:

(a) payment of the appropriate premium charged by the **Insurer**

(b) satisfactory confirmation supplied to the **Insurer** that there have been no changes in the risk and no notice of any action by the **Enforcing Authority**.

15. The **Insured** shall not be entitled to abandon the **Property** to the **Insurer**.

Definitions

Where a word is defined below or in the Schedule it shall carry the same meaning wherever it appears in bold text in this Policy.

Enforcing Authority	either the local authority in whose area the Property is situated or the Environment Agency
Environmental Protection Act 1990	the provisions of the Environmental Protection Act 1990 and any amendment to those provisions for the time being in force at Inception Date , but excluding any retrospective provisions introduced after Inception Date
Insured	any private individual as owner/occupier of the Property (not being a developer of the Property) together with their Mortgagee
Insurer	Hardy Conveyancing Insurances underwritten by Syndicate 382 at Lloyd's
Loss	<ol style="list-style-type: none"> 1. costs and expenses solely and directly resulting from: <ol style="list-style-type: none"> a) compliance by the Insured with any Remediation Notice, or b) completion of remediation works agreed with the Enforcing Authority in order to prevent a Remediation Notice being served on the Property c) the liability of the Insured to reimburse the Enforcing Authority for remediation works carried out by the Enforcing Authority on the Property 2. the cost of reinstating the residential building(s) on the Property following completion of remediation works which require the demolition of all or part of the building(s) 3. upon the sale of the Property the adverse difference in the Market Value of the Property calculated: <ol style="list-style-type: none"> (a) on the assumption that the Property was not subject to a Remediation Notice, and (b) after the Remediation Notice has been complied with 4. the cost of any settlement made out of court with the prior written consent of the Insurer 5. costs and expenses incurred by the Insured with the prior written consent of the Insurer in taking or defending any action at law or otherwise 6. all other costs and expenses incurred with the prior written consent of the Insurer 7. all reasonable additional costs and expenses necessarily incurred with the consent of the Insurer for a period of up to 7 days in respect of removal, storage and alternative accommodation whilst the necessary remediation work is carried out. The Insurer's maximum liability under this section shall not exceed £500 per day and end liability hereunder shall be included within the overall Total Aggregate Limit of Indemnity
Market Value	the value of the Insured's interest in the Property as determined by a surveyor appointed by agreement between the Insurer and the Insured
Mortgagee	any financial institution which has a mortgage secured on the Property on or after the Inception Date
Remediation Notice	a notice as defined by the Environmental Protection Act 1990 served on the Insured in respect of the Property by an Enforcing Authority specifying what an appropriate person is to do by way of remediation and the periods within which that person is required to do each of the things so specified

Cancellation Rights

The **Insured** may cancel this Policy by returning the Policy document within 14 days of the inception of the Policy. The **Insurer** will fully refund any premium paid and cancel the Policy from inception. If you cancel this Policy, you may be in breach of the terms of your mortgage or the terms for the sale of the **Property**.

Making a Claim

Please write with details of any circumstances likely to give rise to a claim under this Policy to Legal & Contingency Limited at 19-21 Great Tower Street, London, EC3R 5AR or DX: 843 London/City enclosing a copy of the Policy. Please be aware of Conditions 1, 7 and 9 of the Policy.

Complaints Procedure

We aim to provide an excellent service. If you have any cause for complaint you should, in the first instance, contact us at: Legal & Contingency Limited, 19-21 Great Tower Street, London EC3R 5AR or DX: 843 London/City Tel: 020 7397 4363 Fax: 020 7397 4364. Please quote the details of the policy (surname and initials, policy number, property address etc).

If the matter is not resolved to your satisfaction, please write to the **Insurer** at: Hardy Conveyancing Insurances, Room 821, Lloyd's of London, 1 Lime Street, London, EC3M 7DQ

If you are not satisfied with the way a complaint has been dealt with you may ask the Complaints Department at Lloyd's to review your case without prejudice to your rights in law at: **Complaints Department, Lloyd's, One Lime Street, London EC3M 7HA**. Please quote your Policy Number in all cases.

You may also have a right of referral to the Financial Ombudsman Service who can be contacted on 0845 080 1800 or emailed at complaint.info@financial-ombudsman.org.uk

Financial Services Compensation Scheme (FSCS)

The **Insurer** is covered by the FSCS. If the **Insurer** is unable to meet its obligations under this Policy the **Insured** may be entitled to compensation. You may contact the FSCS on 020 7892 7300 for further details.