

Policy Summary - Residential Contaminated Land Insurance

Us/We: Legal & Contingency Limited

Insurer: Hardy Conveyancing Insurances underwritten by Syndicate 382 at Lloyd's

This is a summary of the cover provided under a Residential Contaminated Land Insurance Policy. It does not contain the full terms and conditions and does not form part of the Policy. You should read the Policy to ensure that you are fully aware of the terms and conditions of the cover provided. A specimen policy wording is available upon request from your adviser.

Type of insurance and cover

The Policy provides cover in respect of the contaminated land as specified in your Policy schedule.

The duration of the Policy is for 15 years from inception date of the policy. The Policy covers the purchaser and, if applicable, the mortgagee. It is not assignable.

Significant features and benefits

(see the Policy document for full details of the significant features and benefits)

The Policy provides cover against loss sustained by the insured arising directly out of notice of intent to serve a remediation notice relating to the property on the insured by the local authority or the Environment Agency in accordance with the Environmental Protection Act 1990.

Losses covered

(see the Policy document for full details of the losses covered)

1. Costs and expenses solely and directly resulting from:
 - (i) compliance by the insured with any remediation notice;
 - (ii) completion of remediation works agreed with the local authority or the Environment Agency (enforcing authority) in order to prevent a remediation notice being served on the property;
 - (iii) the liability of the insured to reimburse the enforcing authority for remediation works carried out by it 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. The adverse difference in the market value of the property calculated:
 - (i) on the assumption that the property was not subject to a remediation notice, and
 - (ii) after the remediation notice has been complied with, such adverse difference in market value to be calculated at the date the remediation notice has been complied with to the satisfaction of the enforcing authority.
4. With the prior written consent of the Insurer:
 - (i) the cost of any settlement made out of court;
 - (ii) costs and expenses incurred by the insured in taking or defending any action at law or otherwise;
 - (iii) all other costs and expenses incurred.

Significant and unusual exclusions or conditions

(see the Policy document for full details of exclusions and conditions)

1. The Policy does not provide cover in respect of:
 - (i) any claim which is induced either wholly or partly by, or through, any wilful act or neglect of the insured;
 - (ii) loss arising directly or indirectly from or contributed to by:
 - (a) any act or omission of the insured or any party acting on their behalf;
 - (b) any act of vandalism or dumping perpetrated by any party after the inception of the Policy;
 - (c) harm or pollution attributable to radioactive substances;
 - (d) toxic, mould mycota, fungus, mould, mildew, asbestos and other contamination transmitted from the building into the ground at the property;
 - (e) the property being zoned other than for residential purposes;

- (iii) any property constructed during the 24 months prior to inception date of the Policy;
 - (iv) loss arising as a result of:
 - (a) the Property being designated under the Environmental Protection Act 1990, or being under investigation by the enforcing authority, or
 - (b) any failure to disclose any material facts to the Insurer prior to the inception date of the Policy;
 - (v) 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 the Policy an 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.
2. The Insurer will not be liable if the Insured, without the prior written consent of the Insurer:
- (i) discloses the existence of the Policy to any third party who is not a bona fide prospective purchaser, their mortgagee and/or legal advisor;
 - (ii) the insured admits liability or takes steps to settle a claim;
 - (iii) uses the property other than for the insured use after inception date of the Policy.

Cancellation Rights

The Insured may cancel the Policy by returning the Policy document within 14 days of the inception date of the Policy. The Insurer will fully refund any premium paid and cancel the Policy from the inception date. However, it is important to note that if you cancel the Policy, you may be in breach of the terms of your mortgage and/or the terms for the sale of the property.

Making a Claim

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

Complaints Procedure

We aim to provide an excellent service. If there is any cause for complaint, initially contact Legal & Contingency Limited at: 19-21 Great Tower Street, London EC3R 5AR or DX: 843 London/City Tel: 020 7397 4363 Fax: 020 7397 4364 quoting the details of the Policy (surname and initials, policy number, property address etc).

If the matter is not satisfactorily resolved, you may contact 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.

There maybe 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 the Policy the Insured may be entitled to compensation. You may contact the FSCS on 020 7892 7300 for further details.