Policy summary: 
Home Environmental Liability Policy

To the intermediary
This document must be revealed to the policyholder before conclusion of the insurance contract. If you are a solicitor or licensed conveyancer, this document should be disclosed to your client, their lender and/or the purchaser’s solicitors, before conclusion of the insurance contract.

To the policyholder
This document provides a summary of the cover provided under the policy. It does not contain the full terms and conditions of the policy.

You should read this summary in conjunction with the full policy wording to ensure you are fully aware of the terms and conditions of the cover.

Who are the Underwriters?
The Underwriters are Liberty Legal Indemnities at Lloyd’s (Syndicate 4472).

What is the type of insurance and cover provided under this policy?
This Home Environmental Liability Policy is provided, together with the GroundSure Environmental Report requested by your legal advisor, should your property or part subsequently be designated as contaminated land under the Environmental Protection Act 1990 and action is taken against you for the land to be ‘cleaned up.’

We assume the need to purchase this policy is as a result of legal advice provided to you. It is designed to ensure you are indemnified against loss arising from a claim under the policy, subject to the policy terms and conditions.

Are there any significant conditions or exclusions under this policy?
Full details of conditions and exclusions are detailed in the policy, but we would draw your attention to the following:

1. Claims arising from the following are excluded:
   a. contamination identified in any previous Environmental Report obtained specifically on your behalf, where that report recommended further assessment and/or failed
   b. act or omission by you or anyone acting on your behalf
   c. use of the property other than as a residential dwelling
   d. any communication with an enforcing authority, before the policy commencement date, not previously approved by the underwriters
   e. contamination arising from nuclear fuels or waste, radioactivity, asbestos or any naturally occurring matter
   f. act of vandalism or dumping after the policy commencement date
   g. leakage of any tanks at the property unless they have been professionally decommissioned, emptied, foam-filled, closed and secured, or removed from the Property, prior to the Policy Commencement Date.

2. You, or anyone acting on your behalf, must not:
   a. disclose the existence of this policy to any third party other than prospective purchasers, lenders, lessees and their legal advisers without our prior consent
   b. take or fail to take action which results in a claim as this may prejudice your position and void the policy
   c. take any steps to settle a claim without our prior written consent.

What is the term of this policy?
The policy remains in force for a period of 15 years from the policy commencement date or, for any lender, for the full term of any mortgage or charge granted during this period.

Do I need to review and update my policy cover to ensure it remains adequate?
Requests to increase or extend cover can be considered. We are not permitted to provide advice or recommend how you proceed. You will need to make your own choice about how to proceed, with guidance from your legal adviser.

What are my rights to cancel the policy?
This policy can be cancelled by contacting us within 14 days of the policy commencement date, provided all interested parties (such as lenders holding a mortgage or charge on the Property) consent to cancellation.

If you wish to cancel this policy, please write (quoting your policy number) to The Underwriting Manager, Countrywide Legal Indemnities, St. Crispins, Duke Street, Norwich, Norfolk NR3 1PD.

What if you need to notify a claim under this policy?
You must provide details to us of any potential claim without unnecessary delay.

Please contact the Claims Manager by:
- writing to Countrywide Legal Indemnities, St. Crispins, Duke Street, Norwich, Norfolk NR3 1PD
- telephoning 01603 617617

What if you have a complaint?
Please contact the Underwriting Manager (Complaints) by:
- writing to Countrywide Legal Indemnities, St. Crispins, Duke Street, Norwich, Norfolk NR3 1PD
- telephoning 01603 617617
- emailing complaints@cli.co.uk

Are we covered by the Financial Services Compensation Scheme (FSCS)?
We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This will depend on the type of business and the circumstances of the claim.

Further information about compensation scheme arrangements is available from the FSCS who can be contacted at: Financial Services Compensation Scheme, 7th Floor Lloyds Chambers, Portsoken Street, London E1 8BN.

The FSCS website may be viewed at [www.fscs.org.uk](http://www.fscs.org.uk)
# Liberty Legal Indemnities

## Policy schedule: Home Environmental Liability Policy

<table>
<thead>
<tr>
<th><strong>Policy number</strong></th>
<th><strong>£31.80</strong> (inclusive of Insurance Premium Tax)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Single premium</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Underwriters</strong></td>
<td>LIBERTY LEGAL INDEMNITIES – Underwritten by Syndicate 4472 at Lloyd’s under the Binding Authority Contract Number RNMFP0903840.</td>
</tr>
<tr>
<td><strong>Insured</strong></td>
<td>The current and future owner(s) of the Property, their lessees and any bank, building society or other similar lending institution holding a mortgage or charge on the Property.</td>
</tr>
<tr>
<td><strong>Limit of Indemnity</strong></td>
<td>Not exceeding £1,000,000.00</td>
</tr>
<tr>
<td><strong>Policy Commencement Date</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Policy Term</strong></td>
<td>15 years commencing from the Policy Commencement Date or, for a lender, the full term of any mortgage or charge completed during this period.</td>
</tr>
<tr>
<td><strong>Property</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Insured Risk</strong></td>
<td>The Property or part:</td>
</tr>
<tr>
<td></td>
<td>1. being designated as contaminated land within the meaning of Part IIA of the Environmental Protection Act 1990, as amended and including any statutory modification or re-enactment ('the Act')</td>
</tr>
<tr>
<td></td>
<td>2. requiring investigation and remediation works to be carried out to comply with the Act or to prevent a statutory notice being served during the Policy Term, due to contamination arising at the Property prior to the Policy Commencement Date,</td>
</tr>
<tr>
<td><strong>Insured Use</strong></td>
<td>Continued use as a single owner occupied or investment residential dwelling as in existence on the Policy Commencement Date.</td>
</tr>
</tbody>
</table>

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Signed for and on behalf of the Underwriters

Date policy signed
Home Environmental Liability Policy

This policy and policy schedule are one contract and any word or expression to which a specific meaning has been attached shall have that meaning throughout.

The law of England and Wales will apply to this contract unless otherwise specifically agreed between the Underwriters and the Insured.

**Operation of Cover**

a. A proposal (including any additional information, statements and/or declarations), together with payment of the premium, has been accepted by the Underwriters for this indemnity, and is the basis of this contract.
b. The Insured agrees to comply with the terms and conditions of this policy.

d. Remediation Costs

**Definitions**

**Enforcing Authority** means the authority with statutory powers to issue a Notice under the Act.

**Notice** means a statutory notice served on or written communication sent to the Insured by an Enforcing Authority pursuant to the Act.

**Remediation Costs** means costs necessarily incurred in the investigation, quantification, repair, immobilisation, containment, cleaning-up, removal, disposal and replacement of land directly as a result of contamination arising at the Property prior to the Policy Commencement Date.

**Cover**

If the Insured receives a Notice from an Enforcing Authority, directly attributable to the Insured Risk, the Underwriters will indemnify the Insured against:

a. costs and expenses incurred by the Insured in complying with the Notice including but not limited to Remediation Costs
b. any liability of the Insured to the Enforcing Authority in respect of Remediation Costs incurred by or on behalf of the Enforcing Authority
c. legal defence expenses (including legal and expert costs, charges and expenses incurred in the investigation, settlement, adjustment or defence of a claim)
d. any residual reduction in the market value of the Property, in accordance with the Insured Use, as a direct result of a claim having been made pursuant to clauses a. and b. arising upon sale of the Property by the Insured on the open market during the remainder of the Policy Term, the values to be determined by a surveyor with reference to prices current at the date of sale. The surveyor will be appointed jointly by the parties or, in absence of mutual agreement, by the President for the time being of the Royal Institution of Chartered Surveyors

e. any other costs and expenses directly incurred by the Insured with the written consent of the Underwriters.

- contamination identified in any Environmental Report previously obtained by or on behalf of the Insured within 6 months prior to the Policy Commencement Date, where that report recommended further assessment and/or had failed
- act or omission by the Insured or anyone acting on behalf of the Insured
- use of the Property that, at the time of any claim, is materially different from the Insured Use
- communication entered into with or received from an Enforcing Authority by the Insured (or their predecessor(s) in title), prior to the Policy Commencement Date and material to the cover provided, other than if previously approved in writing by the Underwriters
- contamination arising from any nuclear fuels, nuclear waste, any explosive nuclear assembly or component or any radioactivity possessed by any substances, any asbestos in any form in on or applied to any fixture, building, or other structure and any naturally occurring matter in its unaltered form or altered solely through naturally occurring processes action or reactions (including but not limited to radon gas)
- act of vandalism or dumping by any third party after the Policy Commencement Date
- contamination arising from leakage of any tanks situated at the Property unless they have been professionally decommissioned, emptied, foam-filled, closed and secured, or removed from the Property, prior to the Policy Commencement Date.

**Non-Invalidation Clause**

The interest in this policy of any Insured will not be invalidated by a breach of the policy terms or conditions by any other party, unless:

a. such party acted on the Insured’s behalf or with the Insured’s knowledge and consent
b. where the Insured is a successor in title, they had knowledge of a breach of the policy terms or conditions or of previous non-disclosure or misrepresentation to the Underwriters.

**General Conditions**

a. Any act or omission by the Insured, or anyone acting on the Insured’s behalf, which in whole or in part induces a claim under the policy may prejudice the Insured’s position and could invalidate the policy
b. The Insured or anyone acting on the Insured’s behalf will not without the Underwriters prior written consent disclose the existence of this policy, or any information relating to it, to any third party other than bona fide prospective purchasers, their lenders, lessees and respective legal advisers
c. The total liability of the Underwriters under this policy will not exceed the Limit of Indemnity.

**Exclusions**

Claims arising from or relating to:

-
1. Duties of the Insured

It is a condition precedent to liability that on becoming aware of any potential or actual claim, the Insured must: -

a. provide written notice and details to the Underwriters, without unnecessary delay
b. not admit any liability whatsoever or take steps to compromise or settle the claim, without the prior written consent of the Underwriters
c. provide all information and assistance that the Underwriters (and/or their agents, solicitors or surveyors) require at the Insured's own expense
d. notify the Underwriters of the proposed sale of the Property prior to exchange of contracts.

2. Rights of the Underwriters

In dealing with the claim the Underwriters will at their discretion be entitled to: -

a. take or defend proceedings in any court or tribunal in the name of the Insured
b. exercise, in the name of the Insured, any rights or remedies available to the Insured in any proceedings including the right to abandon or submit to judgement
c. compromise, settle or compound the claim and deal in such manner as they think fit
d. pay at any time to the Insured the amount of the Limit of Indemnity or any lesser amount for which the claim can be settled and then relinquish control of and have no further involvement with the claim.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall become void and the claim shall be forfeited.

3. Abandonment of the Property

The Insured will not be entitled to abandon the Property to the Underwriters.

4. Other Insurance

If, at the time of the claim, there is other insurance (whether incepted by the Insured or any other party) under which the Insured may be entitled to make a claim, either wholly or partly in respect of the same interest or risk covered by this policy, the Underwriters will not be liable to pay or contribute more than their rateable proportion of the claim.

5. Arbitration

If any difference arises as to the amount to be paid under this policy (liability being otherwise admitted), the difference will be referred to an arbitrator (or in the absence of an agreement, an arbitrator appointed by the President of the Chartered Institute of Arbitrators) in accordance with the law at that time.

Notifying claims and complaints

Claims notification

If anything should happen which might give rise to a claim under the policy, please forward full details to Countrywide Legal Indemnities by:

- Writing to The Claims Manager, Countrywide Legal Indemnities, St. Crispins, Duke Street, Norwich, Norfolk NR3 1PD
- Telephoning 01603 617617

If you do not receive a reply or acknowledgement within 10 working days please forward full details to Liberty Syndicate Management Limited by:

- Writing to Liberty Syndicate Management Limited, Fifth Floor, Plantation House, 60 Great Tower Street, London EC3R 5AZ
- Telephoning 020 7070 4472

Enquiries and complaints

Any enquiry or complaint should be addressed in the first instance to the Underwriting Manager by:

- Writing to The Underwriting Manager, Countrywide Legal Indemnities, St. Crispins, Duke Street, Norwich, Norfolk NR3 1PD
- Telephoning 01603 617617

If you are unable to resolve your enquiry or complaint, please contact Liberty Syndicate Management Limited by:

- Writing to Liberty Syndicate Management Limited, Fifth Floor, Plantation House, 60 Great Tower Street, London EC3R 5AZ
- Telephoning 020 7070 4472

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 by:

- Writing to the Complaints Department, Lloyd's, One Lime Street, London, EC3M 7HA
- Telephoning 020 7327 5693
- Sending an email to ‘Complaints@Lloyds.com’

Complaints that cannot be resolved by the Complaints Department may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

In all cases please quote the Policy Number shown in the Policy Schedule.