

## Search Insurance Policy (Residential, commercial or other use)

This policy, the policy schedule and any endorsement attaching to this policy are one contract and shall be read together. This policy has been bound by Legal & Contingency Limited on behalf of Certain Underwriters at Lloyd's. Authority has been granted under a binding authority agreement with unique market reference (UMR)

For Insurance Product Information Documents, Policy Guidance and Features Summaries and our full Privacy Policy please visit our website at [www.conveyancinginsurance.co.uk](http://www.conveyancinginsurance.co.uk).

### Policy Schedule

Policy Number: **Draft**

### Insured Use

PLEASE TICK THE APPLICABLE BOX

The continued use of the **Property**:  as a residential dwelling  in part or in full for commercial or other purposes

### Please tick the box for the search option required

**A**  Search Validation

The **Insured** has purchased or contracted to purchase the **Property** relying on a **Search** carried out no more than 24 months prior to the **Inception Date**

**B**  Search Delay

The **Insured** has purchased or contracted to purchase the **Property** before receiving the results of a **Search** applied for on or prior to the **Inception Date**

**C**  No Search Required (Purchase)

The **Insured** has purchased or contracted to purchase the **Property** without applying for a **Search**

**D**  No Search Required (Mortgagee only)

The **Insured**, being a **Mortgagee**, has agreed to provide a **Mortgage** without requiring a **Search**

### Insured

For options **A**, **B** and **C**: Any **Buyer** and/or **Mortgagee**

For option **D**: A **Mortgagee** who completes a **Mortgage** on the **Inception Date**

PLEASE NOTE: The benefit of this policy is not assignable

### Property

Laburnum House Wapping Haltwhistle

Northumberland

Postcode: NE49 0DJ

### Limit of Indemnity

£ 200,000.00

increasing by 5% compound per annum on the anniversary of the **Inception Date** for the first 10 years.

### Inception Date

TBA / /

### Premium

£ 22.00

(inclusive of Insurance Premium Tax)

### Period of Insurance

From the **Inception Date** for the period that the **Insured** has an interest in the **Property**

### Section A – Representations:

The following representations have been made by or on behalf of the **Insured** and the **Insured** has represented that the following representations are true, complete and accurate, and the **Insurer** has agreed to provide this insurance on such representation:

- Any structures on the **Property** have existed and remained unaltered for at least the 12 months immediately prior to the **Inception Date**
- The **Property** has been continuously used for the purposes of the **Insured Use** for at least the 12 months immediately prior to the **Inception Date**
- There are no proposals to develop, redevelop or change the use of the **Property** at the **Inception Date**
- The **Insured** is not aware of any **Notice** or other adverse matter that would or may be revealed by a **Search** carried out on the **Inception Date**
- The **Property** is not being sold by a mortgagee in possession, a trustee in bankruptcy, personal representative or an executor

### Section B – Cover – What this policy covers:

In return for the **Premium** being paid to the **Insurer**, and provided always that any financial loss is directly due to an **Adverse Matter**, the **Insurer** will indemnify the **Insured** during the **Period of Insurance** for the **Insured's** actual financial loss in respect of any or all of the following:

- Liability for any financial charge registered as a local land charge against the **Property** prior to the **Inception Date**
- Any reduction in the market value of the **Insured's** interest in the **Property** – this will be calculated by a surveyor appointed by agreement of the **Insurer** and the **Insured** and is the difference between:
  - the value of the **Property** at the date the **Insured** was first notified of or becomes aware of an **Adverse Matter** to the extent that the **Adverse Matter** adversely affects the value of the **Property**, and
  - the value of the **Property** assuming it was not subject to the **Adverse Matter**
- Any costs incurred by the **Insured** in complying with a **Notice** – this may include but is not limited to costs of works to demolish or reinstate any structure on the **Property**

- Out of court settlement(s) paid with the prior written consent of the **Insurer** – this will include the amount of the settlement and any costs incurred by the **Insured** and any other party's costs that the **Insurer** agrees in writing to pay in reaching such settlement
- Defence costs – this will include any costs incurred with the prior written consent of the **Insurer** 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 the **Insurer**

### Exclusions: The Insurer will not pay for

- Any matter that was revealed by a previous **Search** obtained by or provided to the **Insured** prior to the **Inception Date**
- Any matter entered onto the registers and records to which the **Search** relates after the **Inception Date**
- Any matter that relates to any structural alteration or extension to, or change of use of the **Property** during the 12 months immediately prior to the **Inception Date**
- Any loss capable of being covered under a buildings insurance policy covering the **Property**
- Any loss from the identification or registration of any land as contaminated land pursuant to the Environmental Protection Act 1990 or any amending legislation
- Any loss arising from or howsoever resulting from any approach made by the **Insured** (or any party acting on behalf of or with the knowledge or consent of the **Insured**) after the **Inception Date** to any authority or body regarding any **Adverse Matter** after the **Inception Date** without the prior written consent of the **Insurer**
- Any loss if the **Property** does not remain as constructed and/or converted at the **Inception Date**, or is used otherwise than for the specific purpose(s) for which it was used at the **Inception Date** without the prior written consent of the **Insurer**
- Fines, penalties, punitive, exemplary, aggravated, liquidated and multiple damages
- Any loss where such payment would violate any trade, economic or political sanctions, law or regulation

continued overleaf

## Conditions Precedent:

It is a condition precedent to the **Insurer's** liability to make any payment under this policy that the **Insured** must not:

1. Disclose the existence of this policy other than to the **Insured's** legal representative or mortgagees and their respective legal representatives;
2. Make any application to any court, The Upper Tribunal (Lands Chamber), the Land Registry or the relevant regulatory or statutory authority in respect of the **Adverse Matter**; or
3. Make any admission of liability, offer, promise or payment or incur any costs or expenses

*A breach of any of the above Conditions Precedent may entitle the Insurer to refuse to pay a claim in full or in part regardless of whether the Insurer has suffered any prejudice as a result of the breach.*

## Section C – Claims: Important information relating to claims under this policy

### Insured's Duties:

In the event of the **Insured** becoming aware of, or subject to action relating to, an **Adverse Matter** which may cause the **Insured** financial loss, the **Insured** must:

1. Notify the **Insurer** in writing immediately upon, and in any event not later than 21 days following the **Insured** being aware of any and every circumstance that may give rise to a claim under this policy
2. Provide full particulars to the **Insurer** of any communications, correspondence and all court documents
3. Do all things necessary to minimise any loss
4. Provide the **Insurer** with such co-operation, information or assistance as the **Insurer** may reasonably require

For all notices to and correspondence with the **Insurer** please write to Legal & Contingency Limited at 60 Fenchurch Street, London, EC3M 4AD or email [claims@legal-contingency.co.uk](mailto:claims@legal-contingency.co.uk) enclosing a copy of this policy.

### Insurer's Rights:

1. The **Insurer** may take any reasonable action which the **Insurer** considers necessary to prevent or minimise financial loss under the policy, including settlement with parties other than the **Insured**. Any such action will not be taken as an acceptance of liability or a waiver of any of the terms or conditions contained in this policy.
2. The **Insurer** is entitled to decide how to settle or defend a claim brought against the **Insured** and the **Insurer** may carry out any proceedings in the name of the **Insured**. The **Insurer** has full discretion over the settlement, defence or conduct of any such claim or proceedings.
3. The **Insurer** may at any time pay to the **Insured** in connection with any claim under this policy the **Limit of Indemnity** (less any sums already paid) or any lesser sum for which the claim against the **Insured** can be settled and upon such payment, the **Insurer** shall have no further liability to the **Insured** under this policy for such claim. In any event, the **Insurer** shall have no further liability to the **Insured** under the policy once the **Limit of Indemnity** has been exhausted.
4. Upon the **Insurer** making any payment under this policy, the **Insurer** shall be subrogated to the extent of such payment to all of the **Insured's** rights of recovery and the **Insured** shall do everything necessary to secure and preserve such rights.
5. The **Insurer** shall be entitled to take legal proceedings, at the **Insurer's** expense and for the **Insurer's** benefit, but in the **Insured's** name, to recover from any other party any payment made under this policy.

## Section D – General Conditions

1. **Non-disclosure/misrepresentation**
  - a. The **Insurer** will not exercise any right to avoid the policy on grounds of misrepresentation, misdescription or non-disclosure where the **Insured** can establish that such acts were innocent and free of any fraudulent activity and intent to deceive.
  - b. In all other cases, upon a misrepresentation, misdescription or non-disclosure:
    - (i) the policy may be declared void and the **Insurer** may treat the policy as though it never existed;
    - (ii) the **Insurer** may cancel the policy;
    - (iii) the **Insurer** may refuse to pay a claim in full or in part;
    - (iv) the **Insurer** may review and change the **Premium**; or,
    - (v) the extent of cover under the policy may be affected.
2. **Protection for Mortgagees and Successors in Title**

The **Insurer** shall not:

  - a. avoid the policy in respect of any **Insured**, or
  - b. deny liability to any **Insured**, solely on grounds of an act, omission or misrepresentation committed or made by any other party unless such other party acted on behalf of, or with the knowledge of, or consent of, such **Insured** or such **Insured** had knowledge of the act, omission or misrepresentation prior to the **Inception Date**.

3. **Applicable law**

This policy shall be governed by and construed in accordance with the law of England and Wales.
4. **Arbitration**

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

The **Insured** may cancel this policy within 14 days of the **Inception Date** by providing the **Insurer** with formal written instructions of cancellation to Legal & Contingency Limited at 60 Fenchurch Street, London, EC3M 4AD or by email to [enquiries@conveyancinginsurance.co.uk](mailto:enquiries@conveyancinginsurance.co.uk). The policy will be cancelled ab initio i.e. will be deemed never to have existed. The **Insurer** may impose a charge for cancellation of the policy. If the **Insured** cancels this policy after 14 days from the **Inception Date** there will be no refund of **Premium**. If the **Insured** cancels this policy, the **Insured** may be in breach of the terms of the **Mortgage** or the terms for the sale of the **Property**.
6. **Fraud**

If an **Insured** shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise, this policy may become void and any indemnity under the policy may be forfeited. The **Insurer** may not return any premium and may also take action against the **Insured**.
7. **Other insurances**

If at the time of loss covered by 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.
8. **Insurer's consent**

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**.
9. **Contracts (Rights of Third Parties) Act 1999**

A person or company who was not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## Section E – Complaints & Other Legal Notices

### Financial Services Compensation Scheme (FSCS)

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). More information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on 0800 678 1100 or 0207 741 4100.

### Complaints Procedure

If the **Insured** has any cause for complaint please contact Legal & Contingency Limited in writing quoting the policy number: The Compliance Officer, Legal & Contingency Limited, 60 Fenchurch Street, London, EC3M 4AD or DX: 843 London/City or email [enquiries@conveyancinginsurance.co.uk](mailto:enquiries@conveyancinginsurance.co.uk)

If the **Insured** is unhappy with our decision, regarding any complaint, the **Insured** may be able to pass their complaint to Lloyd's. For further information please visit [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

### Financial Ombudsman Service

If the **Insured** is unhappy with the final decision regarding any complaint, the **Insured** may be able to pass their complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent organisation who will review the **Insured's** case. Their address is The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Phone: 0800 023 4567. The **Insured** can visit the Financial Ombudsman Service website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) If the **Insured** takes any of the foregoing action, it will not affect their legal rights.

### Privacy Notice

Legal & Contingency Limited is the controller and/or processor of any personal information provided to us, or held by us in connection with the policies we issue. Unless there is a claim or complaint relating to this policy we do not intend to collect any personal information in connection with this policy. In the event that personal information is provided to us, the type of personal data may include, but is not limited to, policy holder and potential policy holder names, contact details, policy details, addresses, and claims details. We may use this information for claims handling and settlement of claims, verifying your identity and for preventing and detecting fraud, and may disclose your information to third parties as set out in our full Privacy Policy which can be found on our website.

You have a number of rights in relation to the information we hold about you, these include but are not limited to: the right to a copy of your personal information we hold; object to the use of your personal information; withdraw any permission you have previously provided and complain to the Information Commissioner at any time if you are not satisfied with our use of your information. A full list of your rights and details of how we will use your data can also be found on our website at [www.conveyancinginsurance.co.uk](http://www.conveyancinginsurance.co.uk)

**Definitions:** Where a word is defined below or in the Policy Schedule it will carry the same meaning wherever it appears in BOLD text in the policy

<b>Adverse Matter:</b>	Any matter which would have been revealed by an up-to-date <b>Search</b> had one been obtained on the <b>Inception Date</b> , AND which the <b>Insured</b> was not aware of on the <b>Inception Date</b> , AND which adversely affects the <b>Insured's</b> financial interest in the <b>Property</b>
<b>Buyer:</b>	The party acquiring a freehold, leasehold or commonhold interest in the <b>Property</b> at the <b>Inception Date</b>
<b>Insurer:</b>	Certain Underwriters at Lloyd's, London, One Lime Street, London EC3M 7HA further details of which are found on our website <a href="http://www.conveyancinginsurance.co.uk">www.conveyancinginsurance.co.uk</a>
<b>Mortgage:</b>	The outstanding amount of the mortgage which is secured against the <b>Property</b>
<b>Mortgagee:</b>	Any lender providing a <b>Mortgage</b> at the <b>Inception Date</b>
<b>Notice:</b>	Any notice or enforcement action relating to the <b>Property</b> that the <b>Insured</b> was not aware of at the <b>Inception Date</b> and that would have been revealed by a <b>Search</b> carried out at the <b>Inception Date</b> which is enforced against the <b>Insured</b>
<b>Search:</b>	Any or all of the following in connection with the <b>Property</b> <ol style="list-style-type: none"><li>1. a search in Form LLC1 of the register of local land charges with a full set of enquiries of the appropriate local authority in Form Con 29 R or any official form in substitution therefor</li><li>2. an enquiry to the relevant sewerage or water authority in respect of sewerage or water matters contained in Form Con 29(W) or any official form in substitution therefor</li><li>3. mining searches relating to coal, tin, brine, clay, limestone, or other mineral extraction or mining activity of any authority or body which would be made by a prudent purchaser/mortgagee or their professional advisors having regard to the area in which the <b>Property</b> is situated (search option A and D only)</li></ol>

# Legal Indemnity Insurance

Insurance Product Information Document

Company: Legal & Contingency Limited **Product: Search 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 covers you if you suffer a financial loss resulting from an adverse matter which would have been revealed by an up to date search carried out against the property had that search been received at the start of the policy.



### What Is Insured?

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

- ✓ Liability for any financial charge registered as a local land charge against the property prior to the start of the policy
- ✓ Any costs incurred by the insured in complying with a notice
- ✓ Any loss in the market value of the property as calculated by a surveyor
- ✓ Out of court settlement(s)
- ✓ 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
- ✓ The limit of indemnity shown on the policy schedule



### What Is Not Insured?

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

- ✗ Any matter revealed by a previous search obtained prior to the start of the policy
- ✗ Any matter entered into the registers and records to which the search relates after the start of the policy
- ✗ Any loss which could be covered under a buildings insurance policy
- ✗ Any loss from the identification or registration of the land as contaminated land
- ✗ Any loss arising from an application to any court regulatory or statutory body in respect of an adverse matter
- ✗ 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.
- ! The policy will only cover matters that were contained in searches that had not been requested, or received, or were out of date at the start of the policy. For the purchaser of the property at the start of the policy, these searches may include the local search (including local land charges search) and / or the drainage and water search; for a lender providing a mortgage at the start of the policy these searches may additionally include any mining or mineral search including a coal search if either a previous out of date search had been obtained or no search has been requested.
- ! Any structures on the property must have existed and remained unaltered for at least the 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 12 months immediately 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 to the transaction are aware of any notice or other adverse matter that would or may be revealed by a search carried out at the start of the policy.
- ! 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 approach any authority or body regarding an adverse matter after the start of the policy without the consent of the Insurer.
- You must not make any admission of liability, offer, promise or payment or incur any costs or expenses.
- 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, upon becoming aware of, or becoming subject to an action in relation to an adverse matter.



### 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 the period that the insured has an interest in the property.



### 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.