



Residential Contaminated Land

A) Can all of the following Underwriting Criteria be complied with?

1. The Property is a single private residential house, maisonette or flat in England or Wales which has existed and been unaltered for at least 12 months immediately prior to the Inception Date, and where an environmental search has been carried out against the Property, the result of which is clear.
2. No Remediation Notice(s) have been served on the Property and none are pending.
3. Neither you nor the purchaser nor the current owner is aware of any matters contained in the title deeds to the Property or elsewhere that suggest the land may be contaminated.
4. The environmental search has been obtained and does NOT reveal an adverse entry or adverse feature within a 250 metre radius of the Property.
5. The Property has NOT been subject to any remediation measures required by the Environment Agency or the relevant local authority.
- 6.
7. The Property is zoned for residential purposes.
8. The Property was NOT erected under a self-build scheme.

<u>Limit</u>	<u>Premium</u>
Up to and including £50,000.00	£40.00 including IPT
Up to and including £100,000.00	£55.00 including IPT
Up to and including £150,000.00	£85.00 including IPT
Up to and including £250,000.00	£125.00 including IPT
Up to and including £350,000.00	£190.00 including IPT
Up to and including £500,000.00	£275.00 including IPT
Up to and including £1,000,000.00	£370.00 including IPT
Up to and including £1,500,000.00	£475.00 including IPT
Up to and including £2,000,000.00	£550.00 including IPT

B) If any of the above Underwriting Criteria cannot be fully complied with the case will need to be submitted to CLS Title Limited with full supporting information



Residential Contaminated Land Insurance Policy

Schedule

Policy Number:

Insurer: Hardy Conveyancing Insurances, underwritten by Syndicate 382 at Lloyd's
Authorized and regulated by the Financial Services Authority

Insured: **Purchaser:**
together with the first successor purchaser from the original Insured after the Inception Date
Mortgagee:
as set out in the Definitions, all of whom shall be bound by the terms of this Policy

Property: Land and property at:
which comprises a maximum of area of 1 acre

Postcode:

Limit of Indemnity: £[]

Premium: £[] (inclusive of Insurance Premium Tax)

Inception Date: []

Period of Insurance: For the Purchaser: A period of 12 years from the Inception Date
For the Mortgagee:, The period of the subsisting mortgage at 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

Escalator Clause The Limit of Indemnity will increase by 5% of the original amount on each anniversary of the
Inception Date for the first 10 years

Policy Date:

Signed by Conveyancing Liability Solutions Limited
on behalf and with the authority of the Insurer



Preamble

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.

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

The Insurer shall not avoid liability to any mortgagee of the 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.

Definitions

Where a word is defined below or in the Schedule it shall carry the same meaning wherever it appears 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 Protection Act 1990 force at Inception Date, but excluding any retrospective provisions introduced after Inception Date
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, orb) completion of remediation works agreed with the Enforcing Authority in order to prevent a Remediation Notice being served on the Propertyc) the liability of the Insured to reimburse the Enforcing Authority for remediation works carried out by the Enforcing Authority on the Property2. 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:<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 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 Authority4. the cost of any settlement made out of court with the prior written consent of the Insurer5. costs and expenses incurred by the Insured with the prior written consent of the Insurer in taking or defending any action at law or otherwise6. all other costs and expenses incurred with the prior written consent of the Insurer
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
Purchaser	any private individual as owner/occupier of the Property (not being a developer of the Property)
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



Exclusions

The Insurer shall not be liable to indemnify the Insured in respect of:

1. 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 Date
 - (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 having been zoned other than for residential purposes prior to the Inception Date
2. any Property constructed during the 24 months prior to the Inception Date
3. 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 fact to the Insurer prior to the Inception Date
4. 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 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.

Conditions

1. It is a condition precedent to the Insurer's liability that the Insured shall not:
 - a) occupy the Property other than in accordance with the Insured Use after the Inception Date
 - b) disclose the existence of this Policy, other than to prospective purchasers, their mortgagees and legal representatives without the prior written consent of the Insurer.
2. 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, shall be a condition precedent to any liability of the Insurer with any payment under this Policy.
3. This Policy shall be governed by and construed in accordance with the law of England and Wales.
4. The total liability of the Insurer in respect of all claims made under this Policy will not exceed the Limit of Indemnity.
5. This Policy shall not be in force unless it has been signed by a person who has been authorized to do so by the Insurer.
6. This Policy is not assignable other than to the first successor in title to the original Insured after the Inception Date as detailed in the schedule.
7. The Insured must give written notice to Hardy Underwriting, 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.
8. 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 minimize Loss.
9. 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 claims hereunder shall be forfeited.
13. The Insured shall not be entitled to abandon the Property to the Insurer.
14. The due observance and fulfilment of the terms and conditions of this Policy and the truth of the representations made by the Insured shall be a condition precedent to Insurer's liability to make any payment under this Policy to the original Insured.



Cancellation Rights

You may cancel this Policy by returning the Policy document within 14 days of the Inception Date. If you do have any reason to cancel this Policy, please contact **CLS Title Limited, Suite 39, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU**. We will fully refund any premium paid and cancel the Policy from the Inception Date. 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

To notify us of a claim under this Policy please write to:

CLS Title Limited, Suite 39, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU.

enclosing a copy of the Policy. Please be aware of the Conditions 5 and 7 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:

CLS Title Limited, Suite 39, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU.

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, 4th Floor, 40 Lime Street, London EC3M 7AW

If you are still 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.

How we will use your data

CLS Title Limited holds data in accordance with the Data Protection Act 1998. It may be necessary for us to pass data to other organisations that supply products and services associated with this contract of insurance. In order to verify information, and to prevent and detect fraud, we may share information you give us with other organisations and public bodies, who access and update various databases, including those held by the Police. If you give us false or inaccurate information and we suspect fraud, we will record this and the information will be available to other organisations that have access to the database(s). We can supply details of the databases we access or contribute to, on request.

Financial Service 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.



keyfacts®

Policy Summary

Residential Contaminated Land Insurance

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 12 years from inception date of the policy. The Policy covers the purchaser and the first successor in title to the original Insured after the Inception Date and, if applicable, the mortgagee. It is not assignable other than to the first successor in title as previously described.

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.

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

Significant and unusual exclusions or 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;



keyfacts[®]

- (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 organization(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

You may cancel this Policy by returning the Policy document within 14 days of the Inception Date. If you do have any reason to cancel this Policy, please contact **CLS Title Limited, Suite 39, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU**.

We will fully refund any premium paid and cancel the Policy from the Inception Date. 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

To notify us of a claim under this Policy please write to:

CLS Title Limited, Suite 39, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU.

enclosing a copy of the Policy. Please be aware of the Conditions 5 and 7 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:

CLS Title Limited, Suite 39, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU.

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, 4th Floor, 40 Lime Street, London EC3M 7AW

If you are still 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 may be 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.