

## Contaminated Land (Further Action) Indemnity Insurance Policy

This Policy is the contract between You and the Insurer and it includes the Schedule and any endorsement, extension, plan or appendix issued with it. We have issued the Policy in reliance upon confirmation of the Statements of Fact that are listed in an Insured Risk Appendix attached to this Policy. If a Statement of Fact made to Us was not true on the Inception Date the Insurer may reject Your claim.

### Schedule

**Policy Number: SAMPLE001**

<b>Insurer</b>	ERGO Versicherung AG, UK Branch , Registered Office: 55 King William Street, London, EC4R 9AD. Authorised and regulated by the Financial Conduct Authority.
<b>Insured/You/Your</b>	Mr and Mrs Sample and future owners or occupants of the Property and mortgage lender(s).
<b>Property</b>	1 Sample Lane, Sampletown, Sampleshire, AA1 1AA.
<b>Limit of Indemnity</b>	£1,000,000 in total. This amount will increase to match actual increases in the value of the Property, up to a maximum of 200% of the sum stated here.
<b>Premium</b>	£0.00 (including Insurance Premium Tax of £0.00).
<b>Inception Date</b>	00/00/0000
<b>Period of Insurance</b>	From the Inception Date, and continuing for 12 years or for a period co-extensive with the term of the Mortgage.
<b>Insured Risk(s)</b>	The matters set out in an Insured Risk Appendix attached to this Policy.
<b>Insured Use</b>	The continued use of the Property as a single residential house or flat as constructed at the Inception Date.

  
M S Le Breton, Managing  
Director, Conveyancing  
Liability Solutions Ltd



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

### Definitions

Where a word is defined below or in the Schedule, it will have the same meaning whenever it appears in this Policy.

<b>Administrator/We/Us</b>	Conveyancing Liability Solutions Limited, Suite 5, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU.
<b>Adverse Matter</b>	A notice of intent to serve a Remediation Notice relating to the Property on the Insured by the Enforcing Authority in accordance with the provisions of the Environmental Protection Act 1990 during the Period of Insurance.
<b>Enforcing Authority</b>	Either the local authority in whose area the Property is situated or the Environment Agency.
<b>Environmental Protection Act 1990</b>	The provisions of the Environmental Protection Act 1990 and any amendments to those provisions for the time being in force at Inception Date, but excluding any retrospective provisions introduced after Inception Date.
<b>Insured Risk</b>	A matter defined in an Insured Risk Appendix attached to this Policy which may interfere with Your use of the Property.
<b>Loss</b>	Financial loss as described in an Insured Risk Appendix attached to this Policy which You have suffered because of an Insured Risk.
<b>Mortgage</b>	The loan by Your lender that is secured on Your Property.
<b>Remediation Notice</b>	A notice as defined in the Environmental Protection Act 1990.
<b>Statements of Fact</b>	The statements shown as "Statements of Fact" in an Insured Risk Appendix, being statements confirmed to Us in relation to the Insured Risk(s) and relied upon by the Insurer when deciding to insure the Insured Risk(s).

## Cover

Provided You have paid the Premium to Us this Policy will protect You and Your mortgage lender against Loss as defined in this Policy.

## Protection for Mortgage Lenders and Successors in Title

The Insurer will not refuse to pay a claim to Your mortgage lender or a future owner or occupant of the Property who acquires the benefit of this Policy after the Inception Date because a Statement of Fact made to Us was not true, unless that mortgage lender or future owner or occupant had knowledge that the Statement of Fact was not true on the date that it was made.

The Insurer will not refuse to pay a claim to a mortgage lender because of a breach of the conditions of this Policy, unless that mortgage lender was responsible for, or consented to, or had knowledge of the breach in question.

## Exclusions

The Insurer can refuse to pay Loss or reduce any payment of Loss because:

1. You confirmed a Statement of Fact to Us which You knew or could reasonably have been expected to know was not true; and/or
2. Loss was caused by the person making a claim under the Policy; and/or
3. the person making a claim under this Policy knows that it is false or fraudulent as regards the amount of Loss claimed or otherwise; and/or
4. of an Additional Exclusion contained in the Insured Risk Appendix attached to this Policy.

## Claims Conditions

**When You make a claim under this Policy You must adhere to the claims conditions listed below. If You do not adhere to these claims conditions the Insurer may reject Your claim or reduce the amount of Loss that it pays to the extent that Your breach is responsible for increasing the amount of Loss.**

1. You must notify Us in writing (at the address shown in the section headed "Making a Claim", below) of any Adverse Matter or circumstances which are likely to give rise to an Adverse Matter or Loss as soon as reasonably possible. A failure to act promptly may entitle the Insurer to reject Your claim or reduce the amount of Loss that it is obliged to pay You or Your mortgage lender.
2. The costs of dealing with an Adverse Matter will be paid by the Insurer. For this reason, You must allow the Insurer to participate fully in any defence, negotiation or settlement of an Adverse Matter and, in particular You must:
  - a. not incur any expense without first consulting Us and receiving written consent to do so;
  - b. not make any admission of liability or offer or settlement or promise or payment to any third party in relation to an Adverse Matter without first consulting with Us and receiving written consent to do so;
  - c. give Us and the Insurer access to and copies of all correspondence and other documentation relating to the Adverse Matter which is available to You and give Us and the Insurer sufficient time to review, consider and comment on such correspondence and documentation;
  - d. inform Us of any proposed meeting with any third party about an Adverse Matter and allow the Insurer or the Insurer's advisers to attend the meeting or, if the Insurer requests, give the Insurer a detailed written account of the subject and outcome of the meeting or any discussion at which the Insurer was not present;
  - e. take such reasonable steps that the Insurer may reasonably require of You to minimise Loss or contest, avoid, resist, compromise or otherwise defend against an Adverse Matter, provided such steps shall be at the Insurer's expense;
  - f. provide the Insurer with any other information and assistance about an Adverse Matter it may reasonably request.
3. If, at the time a claim is made under this Policy, You have any other insurance in place which would allow You to claim for all or part of any Loss, You must also make a claim under that insurance and the Insurer will only be liable to pay or contribute towards payment of Loss in an appropriate proportion with the other insurance.

## General Conditions

**The following general conditions apply to this Policy. If You do not adhere to these general conditions the Insurer may reject Your claim or reduce the amount of Loss that it pays to the extent that Your breach is responsible for increasing the amount of Loss.**

1. You must only use the Property for the Insured Use.
2. Unless the Insurer gives its written consent, You will not:
  - a. disclose that this Policy exists, except to a potential purchaser of the Property, their mortgage lender and the legal advisers of each;
  - b. communicate about an Insured Risk with a third party;
  - c. make an application to any court or other competent tribunal or the Land Registry in connection with an Insured Risk without the Insurer's prior written consent.
3. This Policy will be governed and interpreted under the law of England and Wales and will be subject to the jurisdiction of the courts of England and Wales.
4. The total financial liability of the Insurer for all claims under this Policy will not exceed the Limit of Indemnity stated in the Policy Schedule.

5. This Policy will not be in force unless it has been signed by someone who is authorised by the Insurer to do so. The Administrator is authorised to do so.
6. The Insurer may, at its own discretion and its own expense but with Your prior consent, take appropriate steps to prevent or reduce Loss whether or not an Adverse Matter has occurred including (but not limited to) pursuing or defending any action at law or making an application to a court or the Upper Tribunal (Lands Chamber) on Your behalf and by doing so the Insurer will not be taken as having accepted any liability under this Policy or waived any of its terms.
7. If the Insurer agrees or is obliged to make any payment to You or on Your behalf because of an Adverse Matter, the Insurer will immediately be entitled to any rights that You may have had in relation to that Adverse Matter.
8. If You disagree with the Insurer about an amount of Loss to be paid under this Policy after the Insurer has accepted liability to make a payment, the disagreement will be referred to an arbitrator who will be chosen by agreement between You and the Insurer or, failing agreement, by the President at that time of the Royal Institution of Chartered Surveyors. If the disagreement is referred to arbitration, You will only have a right of action against the Insurer if the arbitrator makes an award. The cost of arbitration will be shared equally between the Insurer and You.
9. The Insurer has authorised Us to give any consent required by a condition of this Policy on its behalf.
10. You must comply with any Additional Condition contained in an Insured Risk Appendix attached to this Policy.

## Cancellation Rights

You can cancel this Policy only by notifying the Administrator within 14 days of the Inception Date by post to **The Client Services Department, Conveyancing Liability Solutions Limited, Suite 5, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU** or email [sales@clsl.co.uk](mailto:sales@clsl.co.uk).

The Policy document must be returned to the Administrator. Rights are reserved on refunding any Premium if a claim has already been made on this Policy. If no claim has been made any Premium paid will be refunded, but a reasonable deduction may be made for administration costs. The Policy will then be cancelled as from the Inception Date.

**If this Policy is cancelled, this may be a breach of conditions attached to Your mortgage or a condition in a contract of the sale of the Property.**

## Making a Claim

All communication by You relating to a claim or a possible claim must be notified to Us at **The Claims Department, Conveyancing Liability Solutions Limited, Suite 5, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU** or by email [claims@clsl.co.uk](mailto:claims@clsl.co.uk) giving details of the Policy (name of the Insured, the Policy number and the Property address).

**Please read and be aware of the Claims Conditions in this Policy.**

## Complaints Procedures

We and the Insurer both aim to provide an excellent service. If You have any cause for complaint You should first contact **The Underwriting Director, Conveyancing Liability Solutions Limited, Suite 5, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU (Tel: 01732 897530, Fax: 01732 897531)** giving details of the Policy (name of the Insured, the Policy number and the Property address).

If the matter is not resolved to Your satisfaction You can write to **The Complaints Manager, ERGO Versicherung AG, UK Branch, 4th Floor, 35 Newhall Street, Birmingham, B3 3PU (Tel: 0121 200 5822, Fax: 0121 236 2889)**.

If You are still dissatisfied, You may have a right to refer Your complaint to **The Financial Ombudsman Service, Exchange Tower, London, E14 9SR (Tel: 0800 0234 567, Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk))**.

The existence and Your use of this complaints process does not affect Your other rights under this Policy or Your rights in law.

## Financial Services Compensation Scheme (FSCS)

ERGO Versicherung AG, UK Branch is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation under FSCS if You are a "retail customer" as defined by the Financial Conduct Authority. Further details can be obtained from [www.fscs.org.uk](http://www.fscs.org.uk) or by telephone on **020 7741 4100**.

## Use of Your Data

We hold 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 detect and prevent fraud, We may share information You give Us with other organisations and public bodies who access and update various databases, including those held by police forces. If You give Us false or inaccurate information and We suspect fraud, We will record this and will make the information available to other organisations with access to the database(s). We can supply details of the databases We use or contribute to on Your request.

## Insured Risk Appendix Contaminated Land (Further Action) Indemnity

Policy Number: **SAMPLE0001**

This Appendix is part of the above-numbered Policy.

- Insured Risks**
1. The Property is or may be contaminated as defined in Section 78A of Part 2A of the Environmental Protection Act 1990.
- Additional Conditions**
1. You must ensure that all above ground tanks at the Property are adequately bunded and secured to prevent accidental and/or malicious leakage; and the capacity of the bunded area must be no less than 110% of the capacity of such tank.
- Additional Exclusions**
1. Loss arising from any act of vandalism or dumping perpetrated by any party after the Inception Date.
  2. Loss arising from harm or pollution attributable to radioactive substances.
  3. Loss arising from Toxic, mould mycota, fungus, mould, mildew, Japanese knotweed, asbestos, and other contamination transmitted from the building into the ground at the Property.
  4. Loss arising from the Property having been zoned other than for residential purposes prior to the Inception Date.
  5. Loss arising from the Property being designated under the Environmental Protection Act 1990, or being under investigation by the Enforcing Authority.
  6. Any Loss 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.
- Loss**
1. Costs and expenses You incur from:
    - a. complying with the Remediation Notice and/or;
    - b. completing the remediation works agreed with the Enforcing Authority in order to prevent a Remediation Notice being served on the Property and/or;
    - c. your liability to reimburse the Enforcement Authority for remediation works they have carried out on the Property.
  2. Reasonable legal and other professional fees and expenses which the Insurer allows or requests You in writing to incur so as to commence, defend or make a settlement in a legal action relating to an Adverse Matter.
  3. The cost of reinstating all or part of the residential building on the Property following the completion of remediation works required by a Remediation Notice which require the demolition of all or parts of the building.
  4. The amount by which the value of the Property is reduced by the effect of a Remediation Notice served on the Property.
  5. The cost of an out-of-court settlement relating to an Adverse Matter which the Insurer allows or requests You in writing to make.
  6. Any other costs and expenses You incur in relation to a Remediation Notice with the Insurer's written consent.
- Statements of Fact**
- A. The Property is a single house or flat in England or Wales which is build complete at Inception Date; and
  - B. Neither the buyer nor the seller of the Property is aware of any remediation measures having been taken or required in respect of the Property by the Enforcing Authority; and
  - C. Neither the buyer nor the seller of the Property is aware of a Remediation Notice having been served on the Property or any neighbouring property that is pending against the Property or any neighbouring property; and
  - D. Neither the buyer nor the seller is aware of any matters contained in the title deeds to the Property or elsewhere in the public domain which indicate that the Property may be contaminated; and
  - E. Neither the seller nor the buyer of the Property have communicated with the Enforcing Authority prior to the Inception Date; and
  - F. Neither the seller nor the buyer of the Property are aware of any conditions contained in any planning consents relating to the Property that contain conditions related to contamination issues or require remediation of any historic contamination of the Property; and
  - G. The entire Property does not exceed 0.25 hectares; and
  - H. The Property is located in a zone for residential purposes as specified by the relevant Enforcing Authority's Local Plan; and
  - I. The Property was not erected under a self-build scheme.

## Policy Summary – Contaminated Land (Further Action) Indemnity Insurance

<b>Insurer</b>	ERGO Versicherung AG, UK Branch , 55 King William Street, London, EC4R 9AD. ERGO Versicherung AG is part of the Munich Re Group.
<b>Type of Insurance and Cover</b>	This policy provides protection if the local authority or the Environment Agency serves a remediation notice on Your Property in accordance with the provisions of the Environmental Protection Act 1990.
<b>Significant Features and Benefits</b>	<p>The duration of the policy is 12 years or a period co-extensive with the term of the Mortgage. The policy continues to protect You even after You no longer own the Property and extends automatically to future owners/occupants and their mortgage lenders.</p> <p>This policy protects You, Your lender and anyone who buys Your Property against the consequences of an Insured Risk which existed at the Inception Date of the policy. We will pay to defend or settle a dispute involving the Insured Risk and indemnify You for Loss in the event this action is unsuccessful.</p>
<b>Losses Covered</b>	<p>Loss you incur which arises out of an Insured Risk and includes:</p> <ol style="list-style-type: none"><li>1. damages, compensation, costs and/or expenses (but not fines or other penalties) which You have to pay because of an Order;</li><li>2. the amount by which the value of the Property is reduced by the effect of an Order;</li><li>3. any other costs and expenses You incur with the Insurer's written consent because of an Insured Risk.</li></ol>
<b>Significant and Unusual Exclusions or Conditions</b>	<ol style="list-style-type: none"><li>1. The Insurer can refuse to pay Loss or reduce any payment of Loss because:<ol style="list-style-type: none"><li>a. You confirmed a statement of fact to Us which You knew or could reasonably have been expected to know was not true; and/or</li><li>b. You make a claim knowing that it is false or fraudulent; and/or</li><li>c. You disclose that this policy exists to another person who is not a potential purchaser of the Property, their mortgage lender or the legal advisers of each.</li></ol></li><li>2. Additional exclusion(s) contained in the Insured Risk Appendix attached to this Policy.</li></ol>
<b>Cancellation Rights</b>	<p>You or Your Lender can cancel this Policy only by notifying the Administrator within 14 days of the Inception Date by post to <b>The Client Services Department, Conveyancing Liability Solutions Limited, Suite 5, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU</b> or email <a href="mailto:sales@cls.co.uk">sales@cls.co.uk</a>.</p> <p>The Policy document must be returned to the Administrator. Rights are reserved on refunding any Premium if a claim has already been made on this Policy. If no claim has been made any Premium paid will be refunded, but a reasonable deduction may be made for administration costs. The policy will then be cancelled as from the Inception Date.</p> <p><b>If this Policy is cancelled, this may be a breach of conditions attached to Your mortgage or a condition in a contract of the sale of the Property.</b></p>
<b>Making a Claim</b>	<p>All communication by You or Your Lender relating to a claim or a possible claim must be notified to Us at <b>The Claims Department, Conveyancing Liability Solutions Limited, Suite 5, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU</b> or by email <a href="mailto:claims@cls.co.uk">claims@cls.co.uk</a> giving details of the Policy (name of the Insured, the Policy number and the Property address).</p> <p><b>Please read and be aware of the Claims Conditions in this Policy.</b></p>
<b>Complaints Procedure</b>	<p>We and the Insurer both aim to provide an excellent service. If You or Your Lender have any cause for complaint You or Your Lender should first contact <b>The Underwriting Director, Conveyancing Liability Solutions Limited, Suite 5, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU (Tel: 01732 897530, Fax: 01732 897531)</b> giving details of the Policy (name of the Insured, the Policy number and the Property address).</p> <p>If the matter is not resolved to Your or Your Lender's satisfaction You or Your Lender can write to <b>The Complaints Manager, ERGO Versicherung AG, UK Branch, 4th Floor, 35 Newhall Street, Birmingham, B3 3PU (Tel: 0121 200 5822, Fax: 0121 236 2889).</b></p> <p>If You or Your Lender are still dissatisfied, You or Your Lender may have a right to refer Your or Your Lender's complaint to <b>The Financial Ombudsman Service, Exchange Tower, London, E14 9SR (Tel: 0800 0234 567, Email: <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a>).</b></p> <p>The existence and Your or Your Lender's use of this complaints process does not affect Your or Your Lender's other rights under this Policy or Your or Your Lender's rights in law.</p>
<b>Financial Services Compensation Scheme (FSCS)</b>	ERGO Versicherung AG, UK Branch is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation under FSCS if You are a "retail customer" as defined by the Financial Conduct Authority. Further details can be obtained from <a href="http://www.fscs.org.uk">www.fscs.org.uk</a> or by telephone on <b>020 7741 4100</b> .