

Underwriting Criteria

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. No communication has been entered into, or received from the Local Authority and/or Environmental Agency, by the proposed insured or any of their predecessors in title to the property, prior to the Inception Date.
5. Neither you nor the purchaser nor the current owner is aware of any planning consents involving the property that relate to contamination issues or required contamination remediation
6. The property does not exceed 5 acres in size
7. The environmental search does NOT reveal an adverse entry or adverse feature within a 300 metre radius of the Property.
8. The Property has NOT been subject to any remediation measures required by the Environment Agency or the relevant local authority
9. The Property is zoned for residential purposes.
10. The Property was NOT erected under a self-build scheme.

Residential Contaminated Land Insurance Policy

Schedule

Policy Number: **SAMPLE 00001**

Insurer	Great Lakes Reinsurance (UK) PLC of Plantation Place, 30 Fenchurch Street, London EC3M 3AJ Authorised and regulated by the Financial Services Authority	
Insured	Mr and Mrs Sample	
Property	And the Insured's successors in title (including mortgagees and lessees) to the Property or any part or parts thereof all of whom shall be bound by the terms conditions and provisions of this Policy. 1 Sample Lane, Sampletown, Sampleshire, AA1 1AA Which comprises a maximum of 0.5 acres	
Limit of Indemnity	£ 1,000,000.00 in the aggregate in respect of all claims	
Premium	£ 0.00 <small>(inclusive of Insurance Premium Tax)</small>	Inception Date 06 / 01 / 2009
Period of Insurance	A period of 12 years from the Inception Date, or where a mortgagee is involved the period will be co-extensive with the mortgage	
Insured Use	The continued use of the Property as a private house or flat as it is constructed and used at the Inception Date but excluding any Property zoned other than for residential purposes	
Escalator Clause	The Limit of Indemnity will increase to reflect the actual increase in fair market value of the Property during the Period if Insurance up to a maximum total limit representing 200% of the original Limit of Indemnity.	


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.

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.

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 force at Inception Date, but excluding any retrospective provisions introduced after Inception Date

Loss

1. costs and expenses solely and directly resulting from:
 - a) compliance by the Insured with any Remediation Notice, or
 - b) completion of remediation works agreed with the Enforcing Authority in order to prevent a Remediation Notice being served on the Property

- c) the liability of the Insured to reimburse the Enforcing Authority for remediation works carried out by the Enforcing Authority 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 between the sale price of the Property achieved by the Insured and the open market value of the Property arising solely and directly consequent to a claim hereunder such difference and open market value to be determined by a surveyor appointed jointly by the parties or in default of such appointment by the President for the time being of the Royal Institution of Chartered Surveyors.
4. the cost of any settlement made out of court with the prior written consent of the Insurer
5. costs and expenses incurred by the Insured with the prior written consent of the Insurer in taking or defending any action at law or otherwise
6. all other costs and expenses incurred with the prior written consent of the Insurer

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

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 provisions of the Environmental Protection Act 1990 during the Period of Insurance.

Protection For Mortgagees and Successors in Title

The Insurer shall not avoid liability to any mortgagee of the Insured under this Policy as a result of any act, omission or misrepresentation committed or made by any other party unless such party acted on behalf of the Insured or with the knowledge or consent of the Insured or the Insured claiming protection under this clause had knowledge of the act omission or misrepresentation prior to the Inception Date

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. 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
3. 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. The Insured must give written notice to Conveyancing Liability Solutions Limited, 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.

6. 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 minimise Loss.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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 the Accounts Department at **Conveyancing Liability Solutions Limited at Suite 39, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU. Email:**

accounts@cls.co.uk, Tel: 0870 013 0872, Fax: 0870 013 0190. We reserve our rights on refunding any premium if you have made a claim on this policy. If no claim has been made 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

Please write with details of any circumstances likely to give rise to a claim under this Policy to: **Conveyancing Liability Solutions Limited at Suite 39, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU** or Davies Managed Systems, 2nd Floor, East Court, Riverside Park, Campbell Road, Stoke-on-Trent ST4 4DA. Tel: 0844 856 2035 Fax: 0844 856 2005 enclosing a copy of the Policy. Please be aware of Conditions 1, 6, 8 and 9 of this 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: **Conveyancing Liability Solutions Limited at Suite 39, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU. Tel: 0870 013 0872 Fax: 0870 013 0190.** 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:

The Compliance Officer of Great Lakes Reinsurance (UK) PLC, Plantation Place, 30 Fenchurch Street, London EC3M 3AJ
Tel: 020 3003 7000 Fax: 020 3003 7010

If you are still dissatisfied then you may be able to refer to The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR Tel: 0845 080 1800 or email at: complaint.info@financial-ombudsman.org.uk

Financial Service Compensation Scheme (FSCS)

Great Lakes Reinsurance (UK) PLC is covered by the Financial Services Compensation Scheme (FSCS) You may be entitled to compensation from the scheme in the unlikely event that it cannot meet its obligations. The FSCS will meet the first £2,000 of your claim in full plus 90% of the balance without any upper limit. Further details can be obtained from www.fscs.org.uk or you may contact the FSCS on 020 7892 7300 for further details.

How we will use your data

Conveyancing Liability Solutions 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.

Policy Summary – Residential Contaminated Land Insurance

To the intermediary

Prior to the conclusion of the contract of insurance (inception of the policy), you must disclose this document to the ultimate insured (including any lender which may be insured by the policy). We assume that you are authorised by the FSA or otherwise licensed (where applicable) to provide insurance mediation activities.

To the insured

This document provides a summary of the cover provided under the policy purchased. It does not contain the full terms and conditions of the policy and you should therefore read this summary in conjunction with the full policy wording to ensure you are fully aware of the terms and conditions of the cover provided.

Insurer

Great Lakes Reinsurance (UK) PLC of Plantation Place, 30 Fenchurch Street, London EC3M 3AJ

Type of insurance and cover provided by this policy

This policy provides indemnity in the event that the local authority or the environmental agency serve or declare an intention to serve a remediation notice against the property specified in the policy schedule in accordance with the Environmental Protection Act 1990. We assume that the need to purchase this policy has resulted from advice provided to the insured by the intermediary. The policy has therefore been sought to protect the insured against losses that they may incur, as defined in the policy, as a result of a claim arising directly attributable to the local authority or the environmental agency serve or declare an intention to serve such a remediation notice (subject to the terms and conditions of the policy).

Significant features or benefits under this policy

This policy is provided on an indemnity basis. The purpose of this policy is to protect against financial loss that the insured may incur as a result of a claim. This is to ensure that the insured is put back in the same financial position they enjoyed prior to the claim (subject to the terms and conditions of the policy).

Significant or unusual Conditions or Exclusions under this policy

Please note that:

1. A claim will arise under the policy where the local authority or the environmental agency serve or declare an intention to serve a remediation notice against the property specified in the policy schedule in accordance with the Environmental Protection Act 1990 and the insured is prevented from successfully defending such a claim. Neither the insured nor anyone acting on their behalf should communicate with the local authority or the environmental agency without the consent of the insurer. The existence of this indemnity policy, or any information relating thereto, should not be disclosed to any third party (unless stipulated within the terms of the policy) without the prior written consent of the insurer.
2. Any claim which in whole or part is induced by any act or omission by the insured or anyone acting on their behalf may prejudice the insured's position and could void the policy.
3. Neither the insured nor their professional legal advisors should take any steps to admit liability, compromise, or settle a claim without the prior written consent of the insurer.
4. The insured must (at the expense of the insurer) do and permit to be done all things reasonably practicable to minimise loss to the insurer.
5. The insurer shall not be liable in respect of any loss sustained by the insured where, prior to the inception date of the policy, the property is designated under the Environment Protection Act 1990, or is under investigation by the local authority or the environmental agency, or where the insured or any person or person acting on their behalf have failed to disclose any material fact.
6. The liability of the insurer is limited to the sum specified as the 'Limit of Indemnity' in the policy schedule.

Full Conditions and Exclusions are contained in the policy document.

Term/duration of this policy, who is covered by this policy, and non-assignability of this policy

This policy will either run for a period of 12 years from the inception date of the policy, or where a mortgage is involved the period will be co-extensive with the mortgage. The policy covers the insured and their successor's in title including any mortgagee, lessee or chargee.

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 the Accounts Department at **Conveyancing Liability Solutions Limited at Suite 39, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU** Email: **accounts@clsl.co.uk**, Tel: **0870 013 0872**, Fax: **0870 013 0190**. We reserve our rights on refunding any premium if you have made a claim on this policy. If no claim has been made 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.

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Statutory Disclosure Notice

To the intermediary

This document must be revealed to the ultimate policyholder (including any lender's interest) before the conclusion of the insurance contract.

If you are a Solicitor, Licensed Conveyancer or Legal Executive, you should disclose this document to your client and/or their lender and/or the purchaser's legal representatives for the benefit of their client and/or lender prior to the conclusion of the insurance contract.

To the policyholder

Who are we?

Conveyancing Liability Solutions Limited is a specialist insurance intermediary, who arranges conveyancing and property title indemnity insurance. We can be contacted at: **Conveyancing Liability Solutions Limited at Suite 39, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU, 0870 013 0872, fax 0870 013 0190, email to: enquiries@cls.co.uk.**

Whose policies we offer?

We offer a range of insurance products from a number of insurers all of whom are authorised and regulated to provide insurance in the United Kingdom by the FSA, and all of whom we are satisfied have satisfactory financial strength and credit ratings for the type of risk and level of cover we provide.

What services do we provide?

We assume that you are reading this because you have received professional advice that identified a need for the insurance policy requested. We are not permitted to provide advice on your requirement for the insurance policy, or recommend how you should proceed. You will need to make your own choice about how to proceed and we recommend that this is done with guidance from your professional advisor.

Payment for our services

Conveyancing Liability Solutions Limited will not charge you a fee for arranging the insurance policy. Should you decide to proceed with purchasing the insurance policy you will be charged the premium that applies to the insurance policy you request. You may be charged an administration fee by the intermediary who arranges the policy for you. The intermediary will be responsible for disclosing the amount of their administration fee to you.

Our regulatory status

Conveyancing Liability Solutions Limited is authorised and regulated by the Financial Services Authority. Our Reference Number is 315295. Our permitted business is arranging non-investment insurance contracts. You can check this on the FSA Register by visiting their website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

What the Financial Services Authority is

The FSA is an independent body that regulates the financial services industry (including general sales and administration) in the UK. The FSA requires that we provide this document for your information.

The FSA requires us to provide you with this document for your information. We recommend that you use the information provided in this document to help you decide if our services are right for you.

What to do if you have a complaint

If you have any cause for complaint you should, in the first instance, write to us at: **Conveyancing Liability Solutions Limited at Suite 39, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU. Tel: 0870 013 0872, Fax: 0870 013 0190.** 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: **Great Lakes Reinsurance (UK) PLC of Plantation Place, 30 Fenchurch Street, London EC3M 3AJ**

If you are still not satisfied with the way a complaint has been dealt with you may ask the Compliance Officer of Great Lakes Reinsurance (UK) PLC, Plantation Place, 30 Fenchurch Street, London EC3M 3AJ Tel: 020 3003 7000 Fax: 020 3003 7010

If you are still dissatisfied then you may be able to refer to The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR Tel: 0845 080 1800 or email at: complaint.info@financial-ombudsman.org.uk

The Financial Services Compensation Scheme (FSCS)

The insurers we use are covered by the FSCS. If they are unable to meet their obligations under the insurance policy you may be entitled to compensation. This will depend on the type of business and the nature of the claim.

You may contact the FSCS on 020 7892 7300 or visit their website at www.fscs.org.uk for further details.

Price Matrix

Residential Contaminated Land	Area	Cost (£) (inc IPT)
	Up to 0.5 acres (2024 m ²)	£50.00
	0.5 – 5 acres (2024m ² – 20234m ²)	£80.00