

# Legal Indemnity Insurance

Insurance Product Information Document

Company: Legal & Contingency Limited Product: **Absence of Easement 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 provides cover if you suffer a financial loss arising from the owner of the access way to your property, or land through which services connecting to and serving your property are routed, prevents or threatens to prevent your use of such access way and/or services by claiming you have inadequate legal rights to use them.



### What Is Insured?

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

- ✓ Damages and/or compensation and any other party's costs and expenses awarded against the insured by a court order
- ✓ Costs of acquiring the easement, this may include the costs of purchasing the easement or creating an alternative equivalent easement
- ✓ Any reduction in the market value of the property as calculated by a surveyor
- ✓ Out of court settlement(s) paid with the prior written consent of Legal & Contingency Limited
- ✓ Defence costs 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
- ✓ This policy will pay any otherwise covered claim involving the use of or inability to use a computer, including devices such as smart phones, tablets and wearable technology up to 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 loss as a result of the insured undertaking works to the servient land other than for necessary repairs and maintenance
- ✗ Any loss if the insured fails to contribute to the reasonable costs of repair/maintenance of the services and/or servient land
- ✗ Any loss if the insured interferes with or limits others use of the easement
- ✗ Any loss where the easement has been by way of licence or permission
- ✗ Missing or inadequate easements in a lease
- ✗ Any loss relating to development, conversion or change of use of the property after the start of the policy
- ✗ Any loss which arises from an approach by the insured or someone acting for the insured about or in connection with the easement to anyone who is or may be the owner
- ✗ Any loss arising from an application to any court, in respect of the easement
- ✗ 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 use of the easement must have been frequent, uninterrupted and as of right for at least the last 12 months prior to the start of the policy.
- ! The use of the property must have been continuous and unchanged for at least the last 12 months and any structures on the property must have existed and remained unaltered for at least the last 12 months prior to the start of the policy.
- ! There is no 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 in relation to any access or services routed over, under or through a Town and Village Green, Bridleway, Common Land or public footpath which have been used for less than 10 years prior to the start of the policy.
- ! There is no cover, if prior to the start of the policy, any of the parties to the current property transaction are aware of any communications relating to the easement with any party who is or may be the owner of the servient land or any objection, challenge or dispute relating to the easement.
- ! 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 discuss the easement with any person, company or organisation who is or may be the owner of the servient land
- You must not make any admission of liability, offer, promise or payment or incur any costs or expenses.
- In the event of prevention or threat of prevention of the insured's use of the easement by the owner of the servient land which may cause financial loss 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. You must also do all things necessary to minimise any loss and provide Legal & Contingency Limited with such co-operation, information or assistance as may reasonably be required.



### 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 on the policy schedule and continues in perpetuity.



### 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.