

Legal Indemnity Insurance

Insurance Product Information Document

Company: Conveyancing Risk Management Limited (CRM Limited)

Product: Absence of Easement – Access and/or Services Indemnity Policy (residential only)

CRM Limited is registered in England No 04568951 and is authorised and regulated by the Financial Conduct Authority Reference No. 481621.

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 Statement of Facts is provided in the policy document.

What is this type of insurance?

This policy covers you should you suffer a financial loss because you are prevented, or there is an attempt to prevent you, from using a pedestrian right of way and/or vehicular access, and/or services serving your property (the easement) that was being used in connection with the property at the start of the policy because there is a lack of entitlement to the relevant easements in the title to the property.



What Is Insured?

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

- ✓ All sums which you become liable to pay as a result of a court order.
- ✓ The adverse difference in the market value as determined by a surveyor.
- ✓ Loss in connection with a mortgage as a result of the adverse difference in market value.
- ✓ The costs of any settlement made out of court to purchase the easement with our prior written consent.
- ✓ The costs of pursuing or defending any action at law.
- ✓ All other costs and expenses you incur with our written prior consent.
- ✓ 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 if the property is not used as a residential dwelling.
- ✗ Any loss if you alter or extend any building constructed on the property at the start of the policy.
- ✗ Any loss which is contributed to by your failure to pay a reasonable proportion of the cost of maintaining or repairing or obstructing the easement.
- ✗ Any loss caused by you or any persons authorised by you communicating with someone who may be entitled to prevent the use of the easement or making an application to any court in respect of the easement.
- ✗ Any loss relating to an absence or inadequacy of rights granted by the landlord to the tenant in a lease.
- ✗ 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.



Are there any restrictions on cover?

- ! The property insured must be in England or Wales and must be an existing single residential dwelling which must have been used continuously and unchanged for at least the last 12 months prior to the start of the policy.
- ! The use of the easement in connection with the use of the property must have been frequent and uninterrupted for at least the last 12 months prior to the start of the policy, and the use of the easement must be unobstructed by any means including but not limited to gates.
- ! All structures on the property must have existed and remained unaltered for at least the last 12 months prior to the start of the policy.
- ! The policy does not provide cover for 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 where the easement to be insured is over, under or through a Town and Village Green, bridleway or public footpath unless it has been used as of right in connection with the use of the property for at least the last 10 years prior to the start of the policy.
- ! There is no cover if, prior to the start of the policy, any parties to the current transaction are aware of any communications relating to the easement with any party who is or may be the owner of the land that is subject to the easement, or of any objection, challenge or dispute relating to the easements.
- ! 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 on the policy schedule which is in England or Wales.



What are my obligations?

- You must not disclose the existence of the policy to any other party except your legal advisers, prospective purchasers, lessees and tenants of the property, their mortgagees and legal advisers.
- You must not contact any third party regarding matters covered under the policy after the start of the policy.
- You must not carry out any development works or change the use of the property after the start of the policy.
- You must notify us in writing immediately on becoming aware of any circumstance that could lead to a loss under your policy, providing us with full particulars and send to us all documents and other communications. You must also co-operate with us and provide us with any information we need and take any action we request in order to minimise the loss.
- You must not make any offer, promise or payment or incur any costs or expenses unless we give our prior written agreement.



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 commencement date shown on the policy schedule and does not expire.



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 return the policy document to us. Some of the premium may be retained to reflect the time the we have been on cover. 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.