

Legal Indemnity Insurance

Insurance Product Information Document

Company: Conveyancing Risk Management Limited (CRM Limited)

Product: Chancel Repair 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 for any financial loss resulting from an attempt to enforce or an enforcement of a chancel liability attaching to your property, by the by the Parochial Church Council or other entitled party for the repair of the chancel of the church.



What Is Insured?

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

- ✓ The amount of any payment or contribution demanded of you in relation to chancel liability you are required to pay under 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 free the property from chancel liability.
- ✓ The costs of pursuing or defending any action at law or otherwise.
- ✓ 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 including garden and ancillary land exceeds 25 acres.
- ✗ Any loss caused by you or persons authorised by you or acting on your behalf communicating with any person who you believe is likely to enforce chancel liability.
- ✗ Any loss if at the start of the policy there is an entry relating to chancel liability in the registered title or reference in the title deeds to the property.
- ✗ Any loss if at the start of the policy you were aware or had knowledge that a search carried out of the Record of Ascertainments revealed the property to be subject to chancel liability.
- ✗ Any loss if you were aware or had any knowledge or information of any matter, fact or circumstance that would give rise to a claimant enforcing or attempting to enforce a chancel liability.
- ✗ 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.
- ! The property must be an existing residential dwelling which together with ancillary land does not exceed 25 acres in size.
- ! 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.
- ! If a search of the record of Ascertainments has not been obtained in connection with the current transaction, the result of such search did not establish a definite chancel liability. There is no requirement for a search of the record of Ascertainments to be undertaken.
- ! There is no cover if there is any entry in the title to the property, or the title deeds of the property if it is unregistered, relating to chancel liability.
- ! There is no cover if there have been any communications with or notifications from any church or Parochial Church Council relating to chancel liability prior to the start of the policy.
- ! The policy may only be taken out in connection with a purchase or mortgage (remortgage) of the property.
- ! 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.