

# Legal Indemnity Insurance

Insurance Product Information Document

Company: Conveyancing Risk Management Limited (CRM Limited)

Product: Planning and/or Buildings Regulations Insurance Policy (residential use 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 financial loss as a direct result of an enforcement or attempted enforcement of a breach of planning and/or building regulations approval if works have been carried out to the property for which either the appropriate planning consents and/or building regulations approval were required but were never obtained or cannot be located, or a condition of any consent and/or building regulations approval has not or may not have been complied with.



### What Is Insured?

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

- ✓ Any alterations, additions or extensions carried out to the dwelling or to any other pre-existing structure at the property completed at least 12 months before the start of the policy.
- ✓ The construction or conversion of the dwelling and/or any outbuilding at the property completed at least 4 years before the start of the policy.
- ✓ Any financial penalty that you have to pay as a result of a notice including costs and expenses awarded against you.
- ✓ The cost of altering, demolishing and/or reinstating the property if required by a notice.
- ✓ The costs of pursuing or defending any action at law.
- ✓ The adverse difference in market value as determined by a surveyor.
- ✓ Loss in connection with a mortgage as a result of the adverse difference in market value.
- ✓ All other costs and expenses you incur with our prior written 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, after the start of the policy you alter or extend any building constructed on the property in such a way that requires planning or buildings regulations approval.
- ✗ Any loss caused by you or any persons authorised by you communicating with someone who could cause a claim under this policy.
- ✗ Any loss if there is already an entry on the registers of the local authority relating to the works prior to the start of the policy, or any refused or ongoing application for planning permission and/or building regulations.
- ✗ Any loss if the property is a listed building.
- ✗ Any loss arising from a structural defect arising from the works of which you were aware or should have been aware of at the start of the policy.
- ✗ Any costs of repair, reinstatement or replacement of any faulty, defective or inadequate works, material or design other than where required as a result of a notice.
- ✗ The costs of obtaining replacement or substitute certificates.
- ✗ Fines, penalties, punitive, exemplary, aggravated, liquidated and multiple damages.
- ✗ Any loss where such a 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 4 years prior to the start of the policy.
- ! All structures on the property must have existed and remained unaltered for at least the last 12 months and all separate buildings must have been built at least 4 years ago.
- ! 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 if any applications for planning permission and/or buildings regulations have been refused in respect of the works prior to the start of the policy, or if there are any pending applications for planning permission and/or building regulations approval at the start of the policy.
- ! There is no cover for any works involving the installation of a boiler unless a gas safety certificate has been issued within the 12 months prior to the start of the policy, and there is no cover for any works identified as being defective in any survey or valuation report obtained prior to start of the policy.
- ! There is no cover if the property is a listed building.
- ! There is no cover if any of the parties to the current property transaction are aware of any objections notices, or other communications from any third party, or with the local authority in relation to the works before the start of the policy.
- ! There is no cover for any works which were completed by or carried out for the party insured by the policy.
- ! 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 tell anyone about the policy except your legal advisers, prospective purchasers, lessees and tenants of the property, their mortgages and legal advisers
- You must not contact any third party regarding the works after the start of the policy.
- You must contact us before taking any action or responding to others in relation to the matters covered by 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