

**DISCLAIMER**

*This document is a sample of our product.*

*This sample does not include any risk specific detail relating to the property to be insured.*

*To generate a draft wording which is specific to the property, please proceed with your order and save as a draft and/or convert to a live order.*

*The draft will contain all agreed attributes on the property such as relevant statements of fact and other risk options you may have selected in the ordering process.*

## Contaminated Land (Pass/No Search)

### Schedule

Policy Number: SAMPLE 0001

<b>Insurer</b>	Great Lakes Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
<b>Insured/You/Your</b>	Mr and Mrs Sample and future owners or occupants of the Property and Your/their mortgage lender(s).
<b>Property</b>	1, Sample Lane, Sampleshire, Sampletown, AA1 1AA.
<b>Limit of Indemnity</b>	£1,000,000 in total.
<b>Premium</b>	£0.00 (including Insurance Premium Tax of £0.00).
<b>Inception Date</b>	00/00/0000
<b>Period of Insurance</b>	From the Inception Date, and continuing for 15 years or for a period co-extensive with the term of the Mortgage [or where the Insured is the trustee of a pension which has an interest in the Property, the period of that interest].
<b>Insured Risk(s)</b>	The matters set out in an Insured Risk Appendix attached to this Policy.
<b>Insured Use</b>	The Continued Use of the Property within Use Classes A1-A5, B1, C1 and B8 (where storage is limited to non hazardous materials only) as set out to the Insurer together with any subsequent change of use after Inception Date within Use Classes A1-A5, B1, C1 and B8 (where storage is limited to non hazardous materials only).
<b>Excess</b>	The Insurer is not liable for the first £1,000.00 of any Loss sustained by You in respect of any claims made under this Policy.
<b>Additional Conditions and Exclusions</b>	See Insured Risk Appendix.

**This Policy is the contract between You and the Insurer and it includes the Schedule and any endorsement, extension, plan or appendix issued with it. We have issued the Policy in reliance upon confirmation of the Statements of Fact that are listed in an Insured Risk Appendix attached to this Policy. If a Statement of Fact made to Us was not true, the Insurer may reject Your claim.**

  
 T. Plews, Director  
 Signed by CLS Property Insight Limited on behalf and with the authority of the Insurer



**This Policy is effected by CLS Property Insight Limited as underwriting agent via ERGO UK Specialty Limited on behalf of Great Lakes Insurance UK Limited. ERGO UK Specialty Limited and Great Lakes Insurance UK Limited are part of the Munich Re Group, one of the leading reinsurers and risk carriers worldwide.**

### Definitions

Where a word is defined below or in the Schedule, it will have the same meaning whenever it appears in this Policy.

<b>Administrator/We/Us</b>	CLS Property Insight Limited, company number 06993053 with registered office at 85 Great Portland Street, London, W1W 7LT. CLS Property Insight Limited can be contacted by email at info@clspropertyinsight.co.uk or by telephone on 01732 753 910 or by post also to 26 Kings Hill Avenue, West Malling, Kent, ME19 4AE at all times as authorised underwriting agents and administrators for ERGO UK Specialty Limited on behalf of the Insurer with no liability under this Policy.
<b>Adverse Matter</b>	A notice of intent to serve a Remediation Notice relating to the Property on the Insured by the Enforcing Authority in accordance with the provisions of the Environmental Protection Act 1990 during the Period of Insurance.
<b>Continued Use</b>	The ongoing and continued use of the Property as it exists immediately prior to and at the Inception Date, and to which there have been no objections or concerns relating to its use raised by third parties.
<b>Enforcing Authority</b>	Either the local authority in whose area the Property is situated or the relevant Environment Agency.
<b>Environmental Protection Act 1990</b>	The provisions of the Environmental Protection Act 1990 and any amendments to those provisions for the time being in force at Inception Date, but excluding any retrospective provisions introduced after Inception Date.

<b>Insured Risk</b>	A matter defined in an Insured Risk Appendix attached to this Policy which may interfere with Your use of the Property.
<b>Loss</b>	Financial loss as described in an Insured Risk Appendix attached to this Policy which You have directly suffered because of an Insured Risk.
<b>Mortgage</b>	The loan by Your lender that is secured on Your Property.
<b>Remediation Notice</b>	A notice as defined in the Environmental Protection Act 1990 or a Works Notice as defined in the Water Resources Act 1991.
<b>Statements of Fact</b>	The statements shown as “Statements of Fact” in an Insured Risk Appendix, being statements confirmed by You to Us in relation to the Insured Risk(s) and relied upon by the Insurer when deciding to insure the Insured Risk(s).
<b>Third Party Property</b>	Any property which is not owned or occupied by You and in which You have no interest.
<b>Water Resources Act 1991</b>	The provisions of the Water Resources Act 1991 and any amendments to those provisions for the time being in force at Inception Date, but excluding any retrospective provisions introduced after Inception Date.

## Cover

Provided the Premium and Insurance Premium Tax have been paid to the Administrator within 14 days of the Inception Date or another period to which the Insurer has agreed in writing, the Insurer will indemnify the Insured for Loss.

## Protection for Mortgagees and Successors in Title

The Insurer will not refuse to pay a claim to Your mortgage lender or a future owner or occupant of the Property who acquires the benefit of this Policy after the Inception Date because a Statement of Fact made to Us was not true, unless that mortgage lender or future owner or occupant had knowledge that the Statement of Fact was not true on the date that it was made.

The Insurer will not refuse to pay a claim to a mortgage lender because of a breach of the conditions of this Policy, unless that mortgage lender was responsible for, or consented to, or had knowledge of the breach in question.

## Exclusions

- The Insurer can refuse to pay Loss or reduce any payment of Loss because:
  - You confirmed a Statement of Fact to Us which You knew or could reasonably have been expected to know was not true; and/or
  - Loss was caused by the person making a claim under the Policy; and/or
  - the person making a claim under this Policy knows that it is false or fraudulent as regards the amount of Loss claimed or otherwise; and/or
  - of an Additional Exclusion contained in the Insured Risk Appendix attached to this Policy.
- This Policy does not cover any Loss and/or any legal liability caused by or arising out of or in connection with any of the following:
  - any malicious or non-malicious electronic data activity (including computer system failure and/or a cyber incident), including but not limited to any action taken in controlling, preventing, suppressing or remediating any cyber act or incident; and/or
  - War, invasion, civil war, rebellion, revolution or a similar event.
- The Insurer will not provide any insurance cover or benefit and will not pay any sum if doing so would mean that the Insurer is in actual or potential contravention of any sanction, prohibition or restriction imposed by any law or regulation applicable to the Insure.

## Claims Conditions

When You make a claim under this Policy You must adhere to the claims conditions listed below. If You do not adhere to these claims conditions the Insurer may reject Your claim or reduce the amount of Loss that it pays to the extent that the breach of these conditions is responsible for increasing the amount of Loss.

- It is a condition precedent of the Insurer’s liability under this Policy that the Insured will give written notice to Us at the address shown under “Making a Claim”, below, as soon as reasonably practicable, of any circumstances likely to give rise to a claim for which the Insurer may be liable under this Policy and provide Us with such information and documentation as may reasonably be requested.
- The Insurer will be entitled to participate fully in any defence, negotiation or settlement of an Adverse Interest and in any such event the Insured will (to the extent reasonably practicable in the circumstances, but without limitation):
  - not incur any cost or expense without first consulting with and receiving written consent from the Insurer;
  - not make any admission of liability, offer, settlement, promise, payment or discharge without first consulting with and receiving written consent from the Insurer;
  - give the Insurer access to and provide the Insurer with copies of all correspondence and documentation available to the Insured in relation to the Adverse Interest and afford the Insurer sufficient time in which to review and comment on such documentation;
  - inform the Insurer of any proposed meeting with any third party in relation to an Adverse Interest and allow the Insurer to attend such meeting and, if the Insurer so requests, provide a detailed written account of the subject and outcome of any such meeting or discussion at which the Insurer was not present;
  - conduct all negotiations and proceedings in respect of any Adverse Interest with advisers of which the Insurer has approved in writing and take such action as the Insurer may reasonably require to contest, avoid, resist, compromise or otherwise defend an Adverse Interest;

- (vi). provide the Insurer with such other information and assistance in connection with any Adverse Interest as the Insurer may reasonably request.
3. The Insurer will be entitled to all rights and defences it may have in respect of a claim by an Insured against any successor to that Insured.
4. If at the time of any claim made under this Policy there is any other insurance in place whether effected by the Insured or by any other person under which the Insured may be entitled to make a claim wholly or partly in respect of the Insured Risk the Insurer will be liable to pay or contribute in respect of a claim under this Policy only rateably with such other insurance.
5. If the Insured makes any claim knowing it to be false or fraudulent as regards amount or otherwise, this Policy will become voidable and all claims under it may be forfeited.

## General Conditions

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The following general conditions apply to this Policy. If You do not adhere to these general conditions the Insurer may reject Your claim or reduce the amount of Loss that it pays to the extent that Your breach of these conditions is responsible for increasing the amount of Loss.

1. It is a condition precedent to the Insurer's liability under this insurance contract that the statements contained in the Statements of Fact made to the Insurer by the Insured are true and accurate at the time of Inception of the contract.
2. The Insurer and Insured agree that each will, where required to take any action or provide its consent or compliance, do so reasonably and without undue delay.
3. It is condition precedent to any liability of the Insurer under this Policy that the Insured will only use the Property for the Insured Use.
4. It is condition precedent to any liability of the Insurer under this Policy that the Insured will not, without the written consent of the Insurer:
  - a. disclose the existence of this Policy, other than to:
    - i. the Insured's employees, directors, managers, legal advisers, representatives, agents, valuers, auditors, and other professional advisers,
    - ii. The Insured's mortgagees or, prospective mortgagees,
    - iii. prospective purchasers, their mortgagees/prospective mortgagees,
    - iv. prospective tenants and tenants, their mortgagees/prospective mortgagees,
    - v. employees, directors, managers, legal advisers, representatives, agents, valuers, auditors, and other professional advisers of any of the parties cited in this condition;
  - b. communicate on any matter regarding an Insured Risk with any party who, it is reasonable to believe, may be entitled to assert an Adverse Interest;
  - c. make an application to any court or the Upper Tribunal (Land Chamber) or the Land Registry in respect of an Insured Risk.
5. This Policy will be governed by and construed in accordance with the law of England and Wales and is subject to the jurisdiction of the courts of England and Wales.
6. The total liability of the Insurer in respect of all claims made or sums payable under this Policy will not exceed, in the aggregate, the Limit of Indemnity.
7. This Policy will not be in force unless it has been signed by a person who has been authorised to do so by the Insurer.
8. The Insured will take reasonable steps to mitigate Loss provided that where such steps are taken at the request of the Insurer and after the notification of an Adverse Interest the cost of such steps and any financial loss suffered by the Insured attributable to such steps will be borne by the Insurer to the extent that they do not constitute Loss.
9. The Insurer may, at its discretion, with the prior consent of the Insured, take any reasonable steps which it considers necessary to mitigate Loss whether or not it is liable under this Policy (including but not limited to pursuing or defending any action at law or otherwise or making an application to a court, the Upper Tribunal (Lands Chamber) or other body of competent jurisdiction in the name of and on behalf of the Insured in relation to an Insured Risk). For the avoidance of doubt the costs of such steps and any financial loss suffered by the Insured attributable to such steps will be paid by the Insurer to the extent that they do not constitute Loss. By taking any action under the condition the Insurer will not be taken to have conceded any liability or waived any provision of this Policy.
10. If the Insurer agrees or is obliged to make any payment to or on behalf of an Insured because of an Insured Risk, the Insurer will immediately be subrogated to any rights which that Insured may have in relation to that Insured Risk.
11. If any dispute arises as to Market Value or an amount to be paid under this Policy (the Insurer having otherwise accepted liability) such dispute will be referred to an arbitrator to be appointed by agreement between the Insurer and Insured or, failing agreement, by the President at that time of the Royal Institution of Chartered Surveyors. Where referral to arbitration is made under this Condition, the making of an award will be a condition precedent to any right of action against the Insurer. The costs of any arbitration will be shared equally by the Insurer and Insured.
12. For the purposes of this Policy, the Administrator is authorised to provide any consent required under the terms of this Policy on behalf of the Insurer.
13. Any Additional Condition in an Insured Risk Appendix.

## Cancellation Rights

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This Policy may be cancelled by contacting the Cancellations Department at [cancellations@clspropertyinsight.co.uk](mailto:cancellations@clspropertyinsight.co.uk) within 14 days of the Inception Date. Provided no claim has been made or is pending any premium paid will be refunded in full. No refund of premium will be available if the policy is cancelled after 14 days from the Inception Date.

If the premium is not paid to Us within 14 days, We have the right to cancel the policy from the Inception Date. Notice will be sent to the Insured in the post.

If this Policy is cancelled, this may breach a condition of a loan secured over the Property or other terms for the sale of the Property.

## Making a Claim

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As soon as any circumstances likely to lead to a claim under the policy become known to You, please write with details to the Claims Manager at [claims@clspropertyinsight.co.uk](mailto:claims@clspropertyinsight.co.uk) quoting the policy number. Please be aware of the Claims Conditions and General Conditions of the policy.

## Complaints Procedure

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We aim to provide an excellent service. If You have any cause for complaint You should, in the first instance, contact the Administrator by email [complaints@clspropertyinsight.co.uk](mailto:complaints@clspropertyinsight.co.uk), by telephone at 01732 753 910 or by post to CLS Property Insight Limited, 26 Kings Hill Avenue, West Malling, Kent, ME19 4AE. Please quote the details of the Policy (surname and initials, policy number and property address). If the matter is not resolved to Your satisfaction, please write to:

Complaints Manager, ERGO UK Specialty Limited Munich RE Group Offices by post to 10 Fenchurch Avenue London, EC3M 5BN, or by email to [complaints@ergo-commercial.co.uk](mailto:complaints@ergo-commercial.co.uk), or telephone them on 020 3003 7130.

If You are still dissatisfied then You may have a right to refer Your complaint to:

### The Financial Ombudsman Service

Exchange Tower

London E14 9SR

0800 023 4 567 Calls to this number are now free on mobile phones and landlines

0300 123 9 123 Calls to this number cost no more than calls to 01 and 02 numbers

Email at: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The existence, and Your use of, this complaints process is without prejudice to Your other rights under this insurance and to Your rights in law.

## Financial Services Compensation Scheme (FSCS)

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Great Lakes Insurance UK Limited 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 if You are an individual, an unincorporated association or a small business. The FSCS will meet up to 90% of Your claim without any upper limit. Further details can be obtained from [www.fscs.org.uk](http://www.fscs.org.uk) or You may contact the FSCS on 0800 678 1100 for further details.

## Data Privacy Notice

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The privacy and security of Your personal information is very important to CLS Property Insight Limited ('CLS'). The details provided here are a summary of how We process – that is collect, use, share, transfer and store – Your information.

For our full Data Privacy Notice please visit our website <https://www.clsl.co.uk/assets/documents/Privacy%20Notice.pdf> or contact our Compliance Manager at: 26 Kings Hill Avenue, West Malling, Kent, ME19 4AE or by email: [compliance@clspropertyinsight.co.uk](mailto:compliance@clspropertyinsight.co.uk) or by telephone 01732 753 910.

Your insurance brokers or other intermediaries (if applicable) may have their own reasons for processing Your personal data. Please contact them directly should You require further information about their uses of Your data.

## Collection of Data

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CLS may collect a range of personal and business information supplied by You or third parties on Your behalf. This information may include the following: basic personal details such as Your name, address, telephone number, gender, marital status, and additional information about Your insurance requirements, such as details of Your business.

We will always attempt to explain clearly when and why We need this information and the purposes for which We will use it and where necessary We will obtain Your explicit consent to use personal data.

CLS may also collect data about You, Your business or the insured property from a number of different sources, including but not limited to the electoral role, third party databases available to the insurance industry, other insurance firms, loss adjusters and/or other parties involved in the process of administrating a claim, as well as publicly available sources.

## Personal Data about others

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We may collect data about other individuals, such as Employees, family, or members of Your household. If You give Us information about another person, it is Your responsibility to ensure and confirm that You have told that person why and how CLS uses personal data and that You have that person's permission to provide that data to Us and for Us to process it.

## Our uses of Data

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CLS uses the data We collect to operate our business and provide the products We offer. The information We collect may be used for (amongst other purposes) the following: to assess Your application for a quote or product; to evaluate the risk You present; to verify Your identity; to administer Your Policy and deliver our services; to conduct statistical analysis for pricing purposes; to administer claims; and to investigate and resolve complaints.

Should the need arise, CLS may also use data for the following purposes: to collate Your Policy or claims history; to undertake credit referencing or credit scoring and to assist with financial crime and fraud detection.

## Sharing Your Data

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If You request a quote, or purchase a product, Your personal information may be shared with and processed by a number of third parties which include but are not limited to regulatory, dispute resolution or law enforcement bodies; other insurance organisations including reinsurers; fraud prevention and credit reference agencies (who may keep a record of the search); or other relevant third parties within our administrative structure.

Your data may be disclosed when We believe in good faith that the disclosure is required by law; necessary to protect the safety of our employees or the public; required to comply with a judicial proceeding, court order or legal process; or for the prevention or detection of crime (including fraud).

## Transfer and Storage of Your Data Overseas

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Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all applicable principles of English law. Personal details will not be transferred outside the EEA unless the transfer is to a country which is considered to have equivalent standards with regard to data protection, or We have taken reasonable steps to ensure that suitable data protection standards are in place.

## Data Retention

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CLS will only keep data for as long as it is necessary to continue providing our products and services to You and/or to fulfil our legal and regulatory obligations in line with our data retention policy.

## Data Subject Rights

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You have a number of rights in relation to the information We hold about You. These rights include but are not limited to the right to a copy of Your personal information We hold; to object to the use of Your personal information; to withdraw any permission You have previously provided; and to complain to the Information Commissioner's Office at any time if You are not satisfied with our use of Your information. For a more complete list of Your rights please refer to the full Data Privacy Notice.

Please note that there are times when We will not be able to delete Your information. This may be as a result of a requirement to fulfil our legal and regulatory obligations, or where there is a minimum statutory period of time for which We have to keep Your information. If We are unable to fulfil a request We will always let You know our reasons.

## Changes to this Data Privacy Notice

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We may amend this Data Privacy Notice from time to time for example, to keep it up to date or to comply with legal requirements. Should any significant changes be made to the ways in which CLS processes data from those described at the time of collection, We will post a notice on our website.

## Insured Risk Appendix Contaminated Land (Pass/No Search)

Policy Number:  
**SAMPLE 0001**

This Appendix is part of the above-numbered Policy.

- |                              |  |
|------------------------------|--|
| <b>Insured Risks</b>         | <ol style="list-style-type: none"><li>1. The Property is or may be designated as contaminated land, as defined in Section 78A of Part 2A of the Environmental Protection Act 1990.</li></ol>   |
| <b>Additional Conditions</b> | <ol style="list-style-type: none"><li>1. You must ensure that all above ground tanks at the Property are adequately bunded and secured to prevent accidental and/or malicious leakage; and the capacity of the bunded area must be no less than 110% of the capacity of such tank.</li></ol>   |
| <b>Additional Exclusions</b> | <ol style="list-style-type: none"><li>1. Any Loss arising from any act of vandalism or dumping perpetrated by any party after the Inception Date.</li><li>2. Any Loss arising from harm or pollution attributable to radioactive substances.</li><li>3. Any Loss arising from toxic mould, mycota fungus, mould, mildew, Japanese knotweed, asbestos, and other contamination transmitted from the building into the ground at the Property.</li><li>4. Any Loss arising from the Property being designated under the Environmental Protection Act 1990 or the Water Resources Act 1991, or being under investigation by the Enforcing Authority at the Inception Date.</li><li>5. Any Loss 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.</li><li>6. Any Loss arising as a result of any development, change of use or alteration to the Property arising from remediation works required to comply with planning requirements or as a result of discovery of contamination during any such development, alteration or change of use.</li><li>7. Any Loss arising from any failure to disclose any material fact to Us prior to the Inception Date.</li><li>8. Any Loss arising as a result of injury to any person in the course or arising out of being employed by You.</li><li>9. Any Loss arising because Your Property exceeds 0.1 hectares.</li></ol> |
| <b>Loss</b>                  | <ol style="list-style-type: none"><li>1. Costs and expenses You incur from:<ol style="list-style-type: none"><li>(a) complying with the Remediation Notice;</li><li>(b) completing the remediation works agreed with the Enforcing Authority in order to prevent a Remediation Notice being served on the Property;</li><li>(c) your liability to reimburse the Enforcing Authority for remediation works they have carried out on the Property.</li></ol></li><li>2. Reasonable legal and other professional fees and expenses which the Insurer allows or requests You in writing to incur so as to commence, defend or make a settlement in a legal action relating to an Adverse Matter.</li><li>3. The cost of reinstating all or part of the building on the Property following the completion of remediation works required by a Remediation Notice which require the demolition of all or parts of the building.</li><li>4. The amount by which the Value of the Property is reduced by the effect of a Remediation Notice served on the Property.</li><li>5. The cost of an out-of-court settlement relating to an Adverse Matter which the Insurer allows or requests You in writing to make.</li><li>6. Any other costs and expenses You incur in relation to a Remediation Notice with the Insurer's written consent.</li></ol>  |

## Insured Risk Appendix Contaminated Land (Pass/No Search)

Policy Number:  
**SAMPLE 0001**

This Appendix is part of the above-numbered Policy.

### Statements of Fact

- A. The Property is a single commercial unit used as offices, a retail shop, an off licence or fast food outlet, hotel, public house, guest house or for industrial storage of non-hazardous materials in England or Wales; and
- B. The commercial unit has existed unaltered for the previous 12 months; and
- C. The buyer or the seller has obtained a 'Passed' environmental search report or no environmental search report has been carried out or this policy is being purchased concurrently with an Environmental Search Report; and
- D. Neither the buyer nor the seller of the Property is aware of any remediation measures having been taken or required in respect of the Property by the Enforcing Authority Remediation Notice which has been served on the Property or is pending; and
- E. Neither the buyer nor the seller of the Property is aware of a Remediation Notice having been served on the Property or any neighbouring property that is pending against the Property or any neighbouring property; and
- F. Neither the buyer nor the seller is aware of any matters contained in the title deeds to the Property or elsewhere in the public domain which indicate that the Property may be contaminated; and
- G. Neither the seller nor the buyer of the Property or any of their predecessors have communicated with the Enforcing Authority prior to the Inception Date; and
- H. Neither the seller nor the buyer of the Property are aware of any conditions contained in any planning consents relating to the Property that contain conditions related to contamination issues or require remediation of any historic contamination of the Property; and
- I. Neither the seller nor the buyer is aware of any previous contamination remediation measures undertaken on the Property; and
- J. Where an environmental search has been carried out against the Property it does not reveal an adverse entry or adverse feature within 250m of the Property; and
- K. On the date the policy is ordered neither the seller nor the buyer is aware of any matter which is likely to give rise to a claim, other than any matter already disclosed to the Administrator.

Sample



## Insured Risk Appendix Contaminated Land (Pass/No Search) – Third Party Bodily Injury Indemnity

**Policy Number:  
SAMPLE 0001**

This Appendix is part of the above-numbered Policy.

- Insured Risks**
1. The Property is or may be designated as contaminated land, as defined in Section 78A of Part 2A of the Environmental Protection Act 1990.
- Additional Conditions**
1. You must ensure that all above ground tanks at the Property are adequately bunded and secured to prevent accidental and/or malicious leakage; and the capacity of the bunded area must be no less than 110% of the capacity of such tank.
- Additional Exclusions**
1. Any Loss arising from any act of vandalism or dumping perpetrated by any party after the Inception Date.
  2. Any Loss arising from harm or pollution attributable to radioactive substances.
  3. Any Loss arising from toxic mould, mycota fungus, mould, mildew, Japanese knotweed, asbestos, and other contamination transmitted from the building into the ground at the Property.
  4. Any Loss arising from the Property being designated under the Environmental Protection Act 1990 or the Water Resources Act 1991, or being under investigation by the Enforcing Authority.
  5. Any Loss 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.
  6. Any Loss arising from any failure to disclose any material fact to Us prior to the Inception Date.
  7. Any Loss arising as a result of injury to any person in the course or arising out of being employed by You.
  8. Any Loss arising because Your Property exceeds 0.1 hectares.
- Loss**
1. Costs and expenses solely and directly resulting from any loss due to bodily injury, sickness, disease, psychiatric damage or shock sustained by any person(s) including death because of an Insured Risk.
  2. Reasonable legal and other professional fees and expenses which the Insurer allows or requests You in writing to incur so as to commence, defend or make a settlement in a legal action relating to an Adverse Matter.
  3. The cost of an out-of-court settlement relating to an Adverse Matter which the Insurer allows or requests You in writing to make.
  4. Any other costs and expenses You incur in relation to an Enforcement Notice with the Insurer's written consent because of an Insured Risk.
- Statements of Fact**
- A. The Property is a single commercial unit used as offices, a retail shop, an off licence or fast food outlet, hotel, public house, guest house or for industrial storage of non-hazardous materials in England or Wales; and
  - B. The commercial unit has existed unaltered for the previous 12 months; and
  - C. The buyer or the seller has obtained a 'Passed' environmental search report or no environmental search report has been carried out or this policy is being purchased concurrently with an Environmental Search Report; and
  - D. Neither the buyer nor the seller of the Property is aware of any remediation measures having been taken or required in respect of the Property by the Enforcing Authority Remediation Notice which has been served on the Property or is pending; and
  - E. Neither the buyer nor the seller of the Property is aware of a Remediation Notice having been served on the Property or any neighbouring property that is pending against the Property or any neighbouring property; and
  - F. Neither the buyer nor the seller is aware of any matters contained in the title deeds to the Property or elsewhere in the public domain which indicate that the Property may be contaminated; and
  - G. Neither the seller nor the buyer of the Property or any of their predecessors have communicated with the Enforcing Authority prior to the Inception Date; and
  - H. Neither the seller nor the buyer of the Property are aware of any conditions contained in any planning consents relating to the Property that contain conditions related to contamination issues or require remediation of any historic contamination of the Property; and
  - I. Neither the seller nor the buyer is aware of any previous contamination remediation measures undertaken on the Property; and
  - J. Where an environmental search has been carried out against the Property it does not reveal an adverse entry or adverse feature within 250m of the Property; and
  - K. On the date the policy is ordered neither the seller nor the buyer is aware of any matter which is likely to give rise to a claim, other than any matter already disclosed to the Administrator.

## Insured Risk Appendix Contaminated Land (Pass/No Search) – Third Party Property Indemnity

**Policy Number:  
SAMPLE 0001**

This Appendix is part of the above-numbered Policy.

- Insured Risks**
1. The Property is or may be designated as contaminated land, as defined in Section 78A of Part 2A of the Environmental Protection Act 1990.
- Additional Conditions**
1. You must ensure that all above ground tanks at the Property are adequately bunded and secured to prevent accidental and/or malicious leakage; and the capacity of the bunded area must be no less than 110% of the capacity of such tank.
- Additional Exclusions**
1. Any Loss arising from any act of vandalism or dumping perpetrated by any party after the Inception Date.
  2. Any Loss arising from harm or pollution attributable to radioactive substances.
  3. Any Loss arising from toxic mould, mycota fungus, mould, mildew, Japanese knotweed, asbestos, and other contamination transmitted from the building into the ground at the Property.
  4. Any Loss arising from the Property being designated under the Environmental Protection Act 1990 or the Water Resources Act 1991, or being under investigation by the Enforcing Authority at the Inception Date.
  5. Any Loss 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.
  6. Any Loss arising from any failure to disclose any material fact to Us prior to the Inception Date.
  7. Any Loss arising as a result of injury to any person in the course or arising out of being employed by You.
  8. Any Loss arising because Your Property exceeds 0.1 hectares.
- Loss**
1. Restoration costs and expense necessarily incurred for the Third Party Property because of an Insured Risk.
  2. The amount by which the Third Party Property value is reduced by the effect of contamination because of an Insured Risk.
  3. Any other costs and expenses You incur with the Insurer's written consent because of an Insured Risk.
- Statements of Fact**
- A. The Property is a single commercial unit used as offices, a retail shop, an off licence or fast food outlet, hotel, public house, guest house or for industrial storage of non-hazardous materials in England or Wales; and
  - B. The commercial unit has existed unaltered for the previous 12 months; and
  - C. The buyer or the seller has obtained a 'Passed' environmental search report or no environmental search report has been carried out or this policy is being purchased concurrently with an Environmental Search Report; and
  - D. Neither the buyer nor the seller of the Property is aware of any remediation measures having been taken or required in respect of the Property by the Enforcing Authority Remediation Notice which has been served on the Property or is pending; and
  - E. Neither the buyer nor the seller of the Property is aware of a Remediation Notice having been served on the Property or any neighbouring property that is pending against the Property or any neighbouring property; and
  - F. Neither the buyer nor the seller is aware of any matters contained in the title deeds to the Property or elsewhere in the public domain which indicate that the Property may be contaminated; and
  - G. Neither the seller nor the buyer of the Property or any of their predecessors have communicated with the Enforcing Authority prior to the Inception Date; and
  - H. Neither the seller nor the buyer of the Property are aware of any conditions contained in any planning consents relating to the Property that contain conditions related to contamination issues or require remediation of any historic contamination of the Property; and
  - I. Neither the seller nor the buyer is aware of any previous contamination remediation measures undertaken on the Property; and
  - J. Where an environmental search has been carried out against the Property it does not reveal an adverse entry or adverse feature within 250m of the Property; and
  - K. On the date the policy is ordered neither the seller nor the buyer is aware of any matter which is likely to give rise to a claim, other than any matter already disclosed to the Administrator.

# Insurance Product Information Document

Company: Great Lakes Insurance UK Limited

Product: Contaminated Land (Pass/No Search)

Great Lakes Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This Insurance Product Information Document is only intended to provide a summary of the main coverage and exclusions and is not personalised to your specific individual needs in any way. Complete pre-contractual and contractual information on the product is provided in your policy documentation.

## What is this type of insurance?

This policy provides protection if an Enforcing Authority (as defined within the full policy terms) gives notice of intent to serve a Remediation Notice (as defined within the full policy terms) on your property in accordance with the provisions of the Environmental Protection Act 1990 or the Water Resources Act 1991. This policy also provides protection if any person (including an Enforcing Authority (as defined within the full policy terms)) establishes under legal proceedings a legal liability on the Insured for either remediation of contamination of any third party property, or for bodily injury, arising directly from contamination present on the Insured's Property prior to the Inception Date.



## What is insured?

- ✓ Loss you incur which arises out of an insured risk and includes:
  - ✓ damages, compensation, costs and/or expenses (but not fines or other penalties) which you have to pay because of a Remediation Notice (as defined within the full policy terms) or, after establishment of a legal liability for Third Party Property Damage or Bodily Injury;
  - ✓ the amount by which the value of the property is reduced by the effect of a Remediation Notice (as defined within the full policy terms);
  - ✓ any other costs and expenses you incur with the Insurer's written consent because of an Insured Risk.



## What is not insured?

- ✗ The Insurer can refuse to pay a loss or reduce any payment for the loss because:
  - ✗ You confirmed a statement of fact to us which you knew or could reasonably have been expected to know was not true; and/or
  - ✗ You make a claim knowing that it is false or fraudulent; and/or
  - ✗ You disclose that this policy exists to another person who is not a potential purchaser of the property, their mortgage lender or the legal advisers of each.
- ✗ Additional exclusion(s) are contained in the insured risk appendix attached to this policy.



## Are there any restrictions on cover?

- ! You must only use the property for the insured use.
- ! You will not, without the written consent of the Insurer:
  - ! disclose the existence of this policy, other than to prospective purchasers, their mortgagees, and their respective legal representatives;
  - ! communicate on any matter regarding an insured risk with any party who, it is reasonable to believe, may have an interest in enforcing an insured risk;
  - ! make an application to any court or the Upper Tribunal (Land Chamber) or the Land Registry in respect of an insured risk.



## Where am I covered (Geographical Limits)?

- ✓ You are covered at the risk address(es) shown on your schedule of insurance.



## What are my obligations?

- You are required to keep to the conditions as shown in your full policy documentation.
- As soon as any circumstances which are likely to lead to a claim under the policy become known to you, please write with details to the Claims Manager at [claims@clspropertyinsight.co.uk](mailto:claims@clspropertyinsight.co.uk) quoting the policy number. Please be aware of the claims conditions and general conditions of the policy.



## When and how do I pay?

You will pay the premium to your insurance broker, agent or intermediary who acted on your behalf to place your insurance with us within the agreed payment terms between you and them. If you placed the insurance directly with us, you will pay us within 14 days of the inception date.



## When does the cover start and end?

The cover will start from the inception date as documented in the property schedule of this policy.

The duration of the policy is 15 years or, where the Insured is a mortgagee of the Property or trustee of a pension which has an interest in the Property, the period shall be that of the mortgage/interest.



## How do I cancel the contract?

This Policy may be cancelled by contacting the Cancellations Department at [cancellations@clspropertyinsight.co.uk](mailto:cancellations@clspropertyinsight.co.uk) within 14 days from the inception date. Provided no claim has been made or is pending, any premium paid will be refunded in full. No refund of premium will be available if the policy is cancelled after 14 days from the inception date.

If the premium is not paid to us within 14 days, we have the right to cancel the policy from the inception date. Notice will be sent in the post.

If this policy is cancelled, this may breach a condition of a loan secured over the property or other terms for the sale of the property.

## Initial Disclosure Document

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### To the Intermediary

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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 representative for the benefit of their client and/or lender prior to the conclusion of the insurance contract.

### To the Policyholder

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<b>Who are we?</b>	CLS Property Insight Limited is a specialist insurance intermediary, who arranges legal indemnity insurance. We can be contacted by email <a href="mailto:info@clspropertyinsight.co.uk">info@clspropertyinsight.co.uk</a> .
<b>Whose policies we offer?</b>	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 FCA, 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.
<b>What Services do we provide?</b>	We assume 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.
<b>Payment for our services</b>	CLS Property Insight 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.
<b>Our regulatory status</b>	CLS Property Insight Limited is authorised and regulated by the Financial Conduct Authority. Our Reference number is 718255. Our permitted business is arranging non-investment insurance contracts. You can check this on the FCA Register by visiting their website <a href="http://www.fca.org.uk/register">www.fca.org.uk/register</a> or by contacting the FCA on 0800 111 6768.
<b>What the Financial Conduct Authority is</b>	<p>The FCA is an independent body that regulates the financial service industry (including general sales and administration) in the UK. The FCA requires that we provide this document for your information.</p> <p>The FCA 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.</p>
<b>What to do if you have a complaint</b>	<p>We aim to provide an excellent service. If You have any cause for complaint You should, in the first instance, contact the <b>Administrator</b> at <a href="mailto:complaints@clspropertyinsight.co.uk">complaints@clspropertyinsight.co.uk</a>. Please quote the details of the Policy (surname and initials, policy number and property address). If the matter is not resolved to Your satisfaction, please write to:</p> <p>Complaints Manager, ERGO UK Specialty Limited Munich RE Group Offices by post to 10 Fenchurch Avenue London, EC3M 5BN, or by email to <a href="mailto:complaints@ergo-commercial.co.uk">complaints@ergo-commercial.co.uk</a>, or telephone them on 020 3003 7130.</p> <p>If You are still dissatisfied then You may have a right to refer Your complaint to:</p> <p><b>The Financial Ombudsman Service</b> Exchange Tower London E14 9SR 0800 023 4 567 Calls to this number are now free on mobile phones and landlines 0300 123 9 123 Calls to this number cost no more than calls to 01 and 02 numbers Email at: <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a>.</p> <p>The existence, and Your use of, this complaints process is without prejudice to Your other rights under this insurance and to Your rights in law.</p>
<b>The Financial Services Compensation Scheme (FSCS)</b>	<p>Great Lakes Insurance UK Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation under FSCS if You are a "retail customer" as defined by the Financial Conduct Authority.</p> <p>Further details can be obtained from <a href="http://www.fscs.org.uk">www.fscs.org.uk</a> or by telephone on 0800 678 1100.</p>