Chancel Repair Insurance

It is assumed that the need to purchase this cover has resulted from the identification of a potential chancel repair risk affecting your client’s Property either through an entry on the Property title or as a result of an adverse search result.

This document is intended to assist in ensuring that you provide us with the relevant and necessary information and documents that we require to consider the availability of a Chancel Repair Insurance Policy.

In addition, this document is intended to assist you in considering the specific demands and needs your client has in relation to the cover they require from the policy so that you can inform us of these and we can assist in arranging the most appropriate cover.

Please also refer to the policy to understand its full terms and conditions.

Required information
You should provide a covering e-mail or letter setting out details of the risk. We will need to know:

1. **Property Address:** the full property address; where there is not a postal address please provide a description, e.g. land at London Road, Hertford, together with a suitable plan which may be the filed plan or a site layout/development plan.

2. **Level of cover required:** we do not insist upon the Insured insuring for the full value of their property and we will allow you to select a level of cover that you and your client are comfortable with.

3. **Insured Use:** the current use and any proposals to change the use, develop or redevelop the Property.

4. **Chancel repair liability:** a summary of the chancel repair risk for which cover is required including:
   (a) office copy entries and filed plan to the property
   (b) copies of any additional documents or search results that assist in establishing the chancel repair liability, e.g. a copy of any deed referring to the chancel repair liability, a copy of the chancel screening search, a copy of any Record of Ascertainedments search (N.B. a search of the Record of Ascertainedments is not generally required and should not be undertaken)
   (c) details of whether cover is required in perpetuity and to include cover for successors in title

5. **Communications with third parties:** full disclosure of any approaches that have been made by the vendors, purchasers or their respective agents and advisers to any party likely to be able to establish or enforce a chancel repair liability.

6. **Disputes and Notices:** full disclosure of any disputes or notices relating to the Property.

7. **Additional information:** depending on the circumstances of the case we may require the following additional information:
   (a) details of whether the parish church medieval or built on the site of a medieval church
   (b) the proximity of the church to the property
   (c) the condition of the parish church (N.B. enquiries should not be made of the church or persons involved with the church)
   (d) whether there is any publicity regarding fund raising for repairs to the church
   (e) the size/acreage of the property relative to the overall size/acreage of the parish
   (f) whether the policy should be term limited (i.e. not provided in perpetuity).

Contact Us
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**What the standard policy covers**

This policy provides protection from financial loss that might arise in the event of a third party enforcing or attempting to enforce a Chancel Repair Liability.

The following losses are covered by a standard policy:

1. court ordered damages or compensation
2. loss in market value
3. sums to free the property from the chancel repair liability (i.e. pay a demand)
4. increased interest payable
5. defence costs
6. other costs and expenses incurred with the insurers prior agreement

Please refer to the policy for full details.

**How long the policy is valid**

Unless otherwise stated in the definition of ‘Period of Insurance’ the policy is provided for a term in perpetuity from its commencement date, i.e. it does not have an expiry date.

**Important points that apply to the policy**

The policy may not provide protection if:

- the existence of the policy is disclosed to third parties
- there are communications with third parties in relation to matters cover by the policy
- applications are made to any court, the Lands Chamber of the Upper Tribunal or the Land Registry in relation to matters cover by the policy
- the insured induces the claim by uninsured actions
- any admission, compromise, offer, promise, payment or indemnity is made without the prior written consent of the Insurer

The maximum amount the insurer will pay is the limit of indemnity shown on the policy.

The policy provides financial compensation only for losses as set out in the Cover section of the policy.

**This policy will not cover**

The following will not be covered unless we have provided specific confirmation that relevant exclusions can be removed:

(a) any loss arising from any chancel repair liability recorded or referred to on the registered title to the property at the start of the policy
(b) any chancel repair liability referred to in any title deeds of which the Insured was or should have been aware at the start of the policy
(c) any chancel repair liability recorded in the Record of Ascertainments of which the insured had knowledge at the start of the policy

**Who is insured**

Unless otherwise stated in the definition of ‘Insured’ this policy will provide cover for the owner of the Property named in the policy and their lender and also successors in title to the property or any part of it including mortgagees, lessees and chargees, i.e. the benefit of the policy will pass to successive owners of and interests in the property.

**Other considerations**

An insurance policy cannot guarantee that a settlement can be negotiated with a party who has a valid legal course of action available to them. The purpose of the policy is not specifically to fund a settlement however the costs of settlement may, depending on the circumstances of a claim, be the most appropriate basis on which a claim is resolved.