Groundsure
LOCATION INTELLIGENCE

CON29M OFFICIAL COAL MINING SEARCH

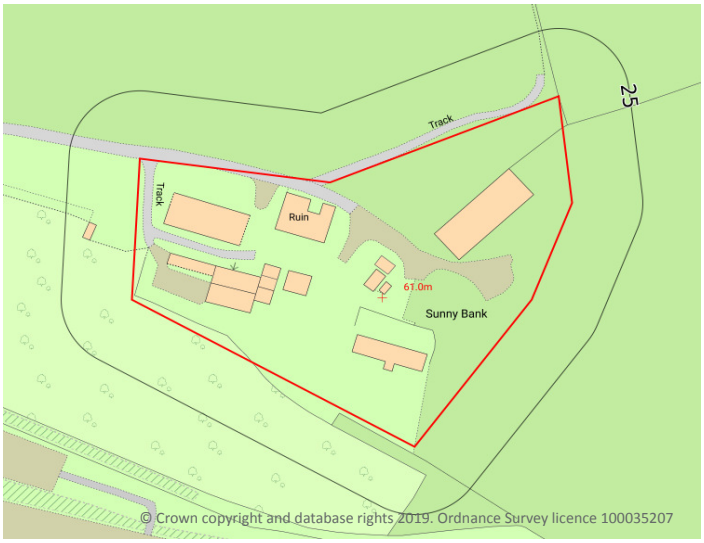
The Law Society

E J LIDSTER (CONSTRUCTION) LTD, ARUNDEN HOUSE, LUND LANE, LUNDWOOD, BARNSLEY, S71 5PA

Professional opinion

POTENTIAL RISK

Site plan



Search results

1. Past underground coal mining — Identified — page 4
2. Present underground coal mining — Not identified
3. Future underground coal mining — Not identified
4. Shafts and adits (mine entries) — Not identified
5. Coal mining geology — Not identified
6. Past opencast coal mining — Not identified
7. Present opencast coal mining — Not identified
8. Future opencast coal mining — Not identified
9. Coal mining subsidence claims — Identified — page 6
10. Mine gas emissions — Not identified
11. Emergency Call Out incidents — Not identified
12. Withdrawal of support — Identified — page 7
13. Working facilities orders — Not identified
14. Payments to copyhold owners — Not identified
Cheshire Brine — Not identified

Findings and recommendations

We consider there to be a potential risk to the property from past coal mining activity. For further details refer to: Past underground coal mining, Coal mining subsidence claims.

Further recommended reports

- Subsidence Claims History report: this report is produced by the Coal Authority and can be obtained via your preferred search provider.

Summary of findings

A record of a coal mining subsidence claim has been identified within the property boundary or immediately abutting the property. We recommend that a Subsidence Claims History report is obtained from the Coal Authority with a view to clarifying any associated risk. Refer to the Coal mining subsidence claims section on **page 6** for further details.

If coal mining subsidence damage has occurred, as determined by the appropriate persons/bodies, the property will benefit from the protection of the Coal Mining Subsidence Acts of 1991 and as amended 1994.

The Coal Authority provide a call out service on 01623 646 333 to take remedial action concerning the movement or collapse of any coal entries or coal mining surface hazards. Further details can be found on www.groundstability.com.

Development risk

In view of the mining circumstances a prudent developer would seek appropriate technical advice before any works are undertaken.

Therefore if development proposals are being considered, technical advice relating both to the investigation of coal and former coal mines and their treatment should be obtained before beginning work on site. All proposals should apply good engineering practice developed for mining areas. No development should be undertaken that intersects, disturbs or interferes with any coal or mines of coal without the permission of the Coal Authority.

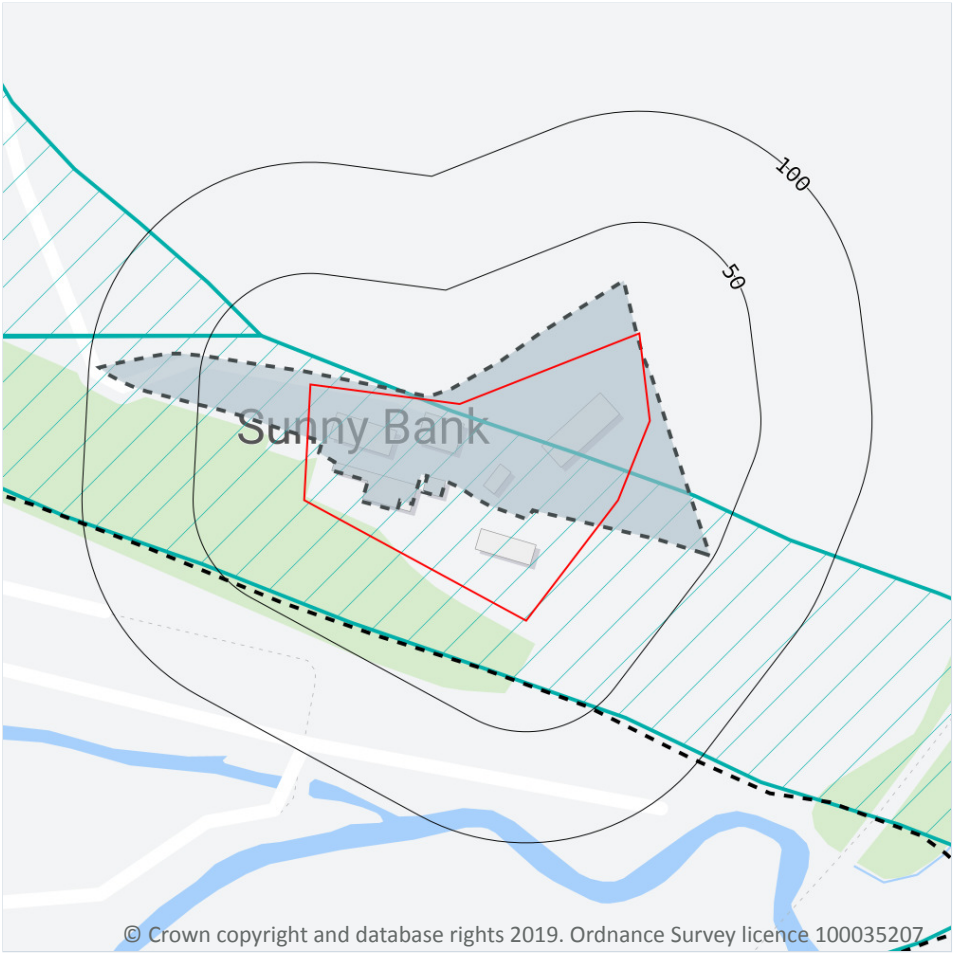
Developers should be aware that the investigation of coal seams/former mines of coal may have the potential to generate and/or displace underground gases and these risks both under and adjacent to the development should be fully considered in developing any proposals. The need for effective measures to prevent gases entering into public properties either during investigation or after development also needs to be assessed and properly addressed. This is necessary due to the public safety implications of any development in these circumstances.

This report provides an overall assessment on risk to property from coal mining hazards alongside responses to The Law Society CON29M Coal Mining search enquiries. The CON29M questions and format are used here with permission of The Law Society, and the report is prepared in accordance with The Law Society CON29M (2018) Guidance Notes. The overall assessment and individual question responses have been produced using official Coal Authority data and the expert interpretation of Groundsure and Mining Searches UK.

E J LIDSTER (CONSTRUCTION) LTD,
ARUNDEN HOUSE, LUND LANE,
LUNDWOOD, BARNSLEY, S71 5PA

Grid reference: 438447 406934
Reference: GS-5867802
Your reference: Lidster

Search results



Site Outline

Search buffers in metres (m)

Adits

Shafts

Subsidence claims

Awaiting decision

Rejected

Admitted

Deferred

Settled

Withdrawn

Probable shallow coal mine workings

Coal outcrops

Past shallow coal mine workings

The map above shows any relevant and mappable hazards identified that could constitute a risk to the property. It does not necessarily show all features or potential issues identified in this report. Please read this report carefully, and in particular any sections flagged below with an amber 'i'.

Further details of any features indicating the location of Mine Entries or Subsidence Claims if shown can be found in the relevant sections following this map (4 and 9 respectively) and using the IDs displayed as reference.

The following are responses to The Law Society CON29M Coal Mining search enquiries, which are used here with their permission. All responses have been produced using official Coal Authority data and the expert interpretation of Groundsure and Mining Searches UK. This report is prepared in accordance with The Law Society CON29M (2018) Guidance Notes.

E J LIDSTER (CONSTRUCTION) LTD,
ARUNDEN HOUSE, LUND LANE,
LUNDWOOD, BARNSLEY, S71 5PA

Grid reference: 438447 406934
Reference: GS-5867802
Your reference: Lidster

1. Past underground coal mining

Is the property within the zone of likely physical influence on the surface of past underground coal workings?

- **The property lies within the potential zone of influence of recorded workings in 9 seam(s) of coal. The most recent underground working in the area was in 1991. These workings lie between 145 metres and 605 metres. Any ground movement due to this coal mining activity should have stopped.**
- **The property is indicated to lie in an area where coal deposits have been worked at shallow depth in the past but for which no plan exists.**

2. Present underground coal mining

Is the property within the zone of likely physical influence on the surface of present underground coal workings?

- **The property does not lie within the boundary of an underground site from which coal is being removed by underground methods.**

3. Future underground coal mining

(a) Is the property within any geographical area for which the Coal Authority is determining whether to grant a licence to remove coal by underground methods?

- **The property does not lie within the boundary of an underground site for which the Coal Authority is determining whether to grant a licence to remove coal by underground methods.**

(b) Is the property within any geographical area for which a licence to remove coal by underground methods has been granted?

- **The property does not lie within the boundary of an underground site for which a licence to remove coal by underground methods has been granted.**

(c) Is the property within the zone of likely physical influence on the surface of planned future underground coal workings?

- **The property does not lie within the zone of likely physical influence on the surface of planned future underground workings.**

(d) Has any notice of proposals relating to underground coal mining operations been given under section 46 of the Coal Mining Subsidence Act 1991?

- **No notices have been given under Section 46 of the Coal Mining Subsidence Act 1991 stating that the land is at risk of subsidence.**

4. Shafts and adits (mine entries)

Are there any shafts and adits or other entries to underground coal mine workings within the property or within 20 metres of the boundary of the property?

- **No coal mine entries are recorded to lie within 20 metres of the property.**

5. Coal mining geology

Is there any record of any fault or other line of weakness due to coal mining at the surface within the boundary of the property that has made the property unstable?

- **No damage arising from geological faults or other lines of weakness activated by coal mining are recorded within the property.**

6. Past opencast coal mining

Is the property situated within the geographical boundary of an opencast site from which coal has been removed in the past by opencast methods?

- **The property does not lie within the boundary of an opencast site from which coal was removed by opencast methods.**

7. Present opencast coal mining

Is the property within 200 metres of the boundary of an opencast site from which coal is being removed by opencast methods?

- **The property does not lie within 200 metres of the boundary of an opencast site from which coal is being removed by opencast methods.**

8. Future opencast coal mining

(a) Is the property within 800 metres of the boundary of an opencast site for which the Coal Authority are determining whether to grant a licence to remove coal by opencast methods?

- **The property does not lie within 800 metres of the boundary of an opencast site for which the Coal Authority are determining whether to grant a licence to remove coal by opencast methods.**

(b) Is the property within 800 metres of the boundary of an opencast site for which a licence to remove coal by opencast methods has been granted?

- **The property does not lie within 800 metres of the boundary of an opencast site for which a licence to remove coal by opencast methods has been granted.**

9. Coal mining subsidence claims

(a) Has any damage notice or claim for alleged coal mining subsidence damage to the property been given, made or pursued since 31st October 1994?

- **We have evidence of a damage notice or subsidence claim for the property or within 50m of the property since 31st October 1994.**

Distance	Type	Reference	Address	Claim date	Status	Status reason	Claim value
0	TCA	S91004-CI	SUNNY BANK FARM LUND LANE LUNDWOOD BARNSLEY S71 5PA	-	02 - Rejected	-	-

(b) In respect of any such notice or claim has the responsible person given notice agreeing that there is a remedial obligation or otherwise accepted that a claim would lie against them?

- **Responsible persons have not given notice agreeing that there is a remedial obligation or accepted that a claim would lie against them.**

(c) In respect of any such notice or acceptance has the remedial obligation or claim been discharged?

- **Remedial obligation or claims have not been discharged.**

(d) Does any current "Stop Notice" delaying the start of remedial works or repairs affect the property?

- **There are no current Stop Notices delaying the start of remedial works or repairs to the property.**

(e) Has any request been made under Section 33 of the 1991 Act to execute preventive works before coal is worked, which would prevent the occurrence or reduce the extent of subsidence damage to any buildings, structures or works and, if yes, has any person withheld consent or failed to comply with any such request to execute preventive works?

- **There is no record of a request that has been made to carry out preventive works before coal is worked under Section 33 of the Coal Mining Subsidence Act 1991.**

NB. Records of damage notices or subsidence claims before 31st October 1994 are excluded from The Coal Authority data from which this search is compiled.

10. Mine gas emissions

Does the Coal Authority have record of any mine gas emission within the boundary of the property being reported that subsequently required action by the Authority to mitigate the effects of the mine gas emission?

- **No mine gas emissions are recorded within the boundary of the property.**

11. Emergency Surface Hazard Call Out incidents

Have the Coal Authority carried out any work on or within the boundaries of the property following a report of an alleged hazard related to coal mining under the Authority's Emergency Surface Hazard Call Out procedures?

- **No Emergency Surface Hazard Call Out procedures are recorded against the property.**

12. Withdrawal of support

(a) Does the land lie within a geographical area in respect of which a notice of entitlement to withdraw support has been published?

- **The property lies within an area where a notice of entitlement to withdraw support has been published. This notice was issued in 1982.**

(b) Does the land lie within a geographical area in respect of which a revocation notice has been given under section 41 of the Coal Industry Act 1994?

- **The property does not lie within a geographical area in which a revocation notice has been given under section 41 of the Coal Industry Act 1994.**

13. Working facilities orders

Is the property within a geographical area subject to an order in respect of the working of coal under the Mines (Working Facilities and Support) Acts 1923 and 1966 or any statutory modification or amendment thereof?

- **The property is not in an area where a court order has been issued.**

14. Payments to owners of former copyhold land

(a) Has any relevant notice, which may affect the property, been given?

- **The property does not lie within former copyholder land.**

(b) If yes, has any notice of retained interests in coal and coal mines been given?

- **No notices of retained interests in coal and coal mines been given.**

(c) If yes, has any acceptance notice or rejection notice been served?

- **No acceptance or rejection notices have been served.**

(d) If any such acceptance notice has been served, has any compensation been paid to a claimant?

- **No compensation has been paid to a claimant.**

Notes and guidance

These enquiries are The Law Society CON29M (2018) Coal Mining search enquiries and are used with permission of The Law Society. The Law Society CON29M Coal Mining search enquiries are protected by copyright owned by The Law Society of 113 Chancery Lane, London WC2A 1PL. The Law Society has no responsibility for information provided in response to CON29M (2018) Coal Mining search enquiries within this report or otherwise.

This report is prepared in accordance with The Law Society Guidance Notes 2018; under which all replies to these enquiries are made. Groundsure's Terms and Conditions are applicable at the time the report was produced.

Property owners have the benefit of statutory protection (under the Coal Mining Subsidence Act 1991). This contains provision for the making good, to the reasonable satisfaction of the owner, of physical damage from disused coal mine workings including disused coal mine entries. A leaflet setting out the rights and obligations of either the Coal Authority or other responsible persons under the 1991 Act can be obtained by telephoning 0345 762 6848. Further information can be found on their website: www.groundstability.com.

The Coal Authority, regardless of responsibility and in conjunction with other public bodies, provide an emergency call out facility in coalfield areas to assess the public safety implications of mining features (including disused mine entries).

The Coal Authority emergency telephone number at all times is 01623 646333.

Responses to The Law Society CON29M (2018) Coal Mining Search enquiries and associated findings and recommendations relating to coal mining risk have been provided to Groundsure Ltd by Cornwall Mining Searches Limited T/A Mining Searches UK. Groundsure Ltd have additionally provided information relating to the Cheshire Brine Compensation Area, and have compiled all information into this report.

Any queries relating to coal mining risk should be made of Cornwall Mining Searches Limited T/A Mining Searches UK on 01209218861, or via email: search@miningsearchesuk.com.

All other queries should be made of Groundsure Ltd on 0844 415 9000, or via email: info@groundsure.com.

Report limitations

This CON29M (2018) Coal Mining Report has been carried out with reference to all available official Coal Authority licensed data, an extensive collection of abandoned mine plans, maps and records. From this material, we have endeavoured to provide as accurate a report as possible. Any and all analysis and interpretation of licensed Coal Authority data in this report is made by Cornwall Mining Services Limited T/A Mining Searches UK.

The information provided in this report by Groundsure Ltd / Cornwall Mining Services Limited T/A Mining Searches UK has been compiled in response to The Law Society CON29M (2018) Coal Mining search enquiries. The scope of the assessment is limited to interpretation of past, present and future extraction of coal, and does not consider the impact from non-coal mining hazards and/or natural ground stability hazards. The Law Society's Guidance Notes 2018 recommends separate enquiries to the appropriate sources are made with regard to other minerals.

The Report is created by a remote investigation and reviews only information provided by the client (address and site location boundaries) and from the databases of publicly available and/or licensable information that enable a desk-based assessment of the Site. The Report does not include a Site Investigation, nor does Groundsure Ltd / Cornwall Mining Services Limited T/A Mining Searches UK make additional specific information requests of the regulatory authorities for any relevant information they may hold.

This report is concerned solely with the Site searched and should not be used in connection with nearby properties, as only known coal mining features that could potentially have a direct influence upon the Site searched are considered relevant; other features present in the general area may have been omitted for ease of reference.

This report is confidential to the client, the client's legal advisor and the client's Mortgage lender, as defined in the Groundsure terms & conditions, and as such may be used by them for conveyancing or related purposes. Groundsure has no liability toward any person or organisation not party to commissioning this report. This report or any part of it is not permitted to be reproduced, copied, altered or in any other way distributed by any other person or organisation.

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This report may contain plans and records held by the Coal Authority and made publicly available at the time of inspection which may include British Geological Survey and Ordnance Survey data.

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This search has been produced by Groundsure Ltd, Sovereign House, Church Street, Brighton, BN1 1UJ. Tel: 08444 159 000. Email: info@groundsure.com which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

The Search Code

- provides protection for homebuyers, sellers, estate agents, conveyancers and mortgage lenders who rely on the information included in property search reports undertaken by subscribers on residential and commercial property within the United Kingdom
- sets out minimum standards which firms compiling and selling search reports have to meet
- promotes the best practice and quality standards within the industry for the benefit of consumers and property professionals
- enables consumers and property professionals to have confidence in firms which subscribe to the code, their products and services

By giving you this information, the search firm is confirming that they keep to the principles of the Code. This provides important protection for you.

The Code's core principles

Firms which subscribe to the Search Code will:

- display the Search Code logo prominently on their search reports
- act with integrity and carry out work with due skill, care and diligence
- at all times maintain adequate and appropriate insurance to protect consumers
- conduct business in an honest, fair and professional manner
- handle complaints speedily and fairly
- ensure that products and services comply with industry registration rules and standards and relevant laws
- monitor their compliance with the Code

Complaints Advice

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award up to £5,000 to you if the Ombudsman finds that you have suffered actual financial loss and/or aggravation, distress or inconvenience as a result of your search provider failing to keep to the Code.
Please note that all queries or complaints regarding your search should be directed to your search provider in the first instance, not to TPOs or to the PCCB.

TPO's Contact Details:

The Property Ombudsman scheme, Milford House, 43-55 Milford Street, Salisbury, Wiltshire SP1 2BP. Tel: 01722 333306 Fax: 01722 332296 Email: admin@tpos.co.uk Web: https://www.tpos.co.uk/

You can get more information about the PCCB from https://pccb.org.uk/.

PLEASE ASK YOUR SEARCH PROVIDER IF YOU WOULD LIKE A COPY OF THE SEARCH CODE

COMPLAINTS PROCEDURE: If you want to make a complaint, we will:

- acknowledge it within 5 working days of receipt
- normally deal with it fully and provide a final response, in writing, within 20 working days of receipt
- keep you informed by letter, telephone or e-mail, as you prefer, if we need more time
- provide a final response, in writing, at the latest within 40 working days of receipt
- liaise, at your request, with anyone acting formally on your behalf

Complaints should be sent to:
Operations Director, Groundsure Ltd, Sovereign House, Church Street, Brighton, BN1 1UJ. Tel: 08444 159 000. Email: info@groundsure.com If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, E-mail: admin@tpos.co.uk We will co-operate fully with the Ombudsman during an investigation and comply with their final decision.

Groundsure's Terms and Conditions can be viewed online at this link: https://www.groundsure.com/terms-and-conditions-feb11-2019

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Data providers

Groundsure works with respected data providers to bring you the most relevant and accurate information in your report.

Coal Mining Report Insurance Policy

ZURICH

Coal Mining Report Insurance Policy

The Schedule

Policy Number: The Reference contained in the **Coal Mining Search Report**

Premium: £1.40 inclusive of Insurance Premium Tax at 12%

Property: The property which is the subject of the **Coal Mining Search Report**

Limit of Indemnity: £100,000 increasing by 10% compound per annum on each anniversary of and for the first 10 years following the **Commencement Date**

Commencement Date: The date of the **Coal Mining Search Report**

You/Your:
1. A purchaser of the **Property**
2. A lender providing a **Mortgage** in connection with a purchase of the **Property**
3. A lender providing a **Mortgage** by way of a re-mortgage of the **Property**

Definitions

Where a word is defined below or in the schedule it shall carry the same meaning wherever it appears in bold text in this policy

Insured Use: The continued use of the **Property** as a single house or flat or a single commercial premises

Market Value: The value as determined by a surveyor appointed by agreement between **You** and **Us** or (in default of agreement) the President for the time being of the Royal Institution of Chartered Surveyors

Mortgage: A mortgage or charge secured on the **Property** by an institutional mortgage lender

Coal Mining Search Report: The coal mining search report attached to this policy

Search: An official search comprising a search in form CON29M (2018) being mining searches relating to coal and brine in the area in which the **Property** is situated

We/Our/Us:
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Your Policy

This is a legal document and should be kept in a safe place.

This policy is an agreement between **You** and **Us** and cover is provided subject to the payment of the **Premium**.

You must read this policy and its conditions, exclusions, schedule and any endorsements as one contract. Please read all of them to make sure that they provide the cover **You** require. If they do not, please contact **Us** or **Your** insurance adviser who arranged the policy for **You**.

When **You** take out and make changes to the cover provided by this policy, **You** must take reasonable care to ensure that **You** accurately answer any questions which **We** ask of **You** and that any information **You** give **Us** is accurate. If **You** are taking out this policy for purposes which are mainly related to **Your** trade, business or profession, **You** must also let **Us** know about all facts which are material to **Our** decision to provide **You** with insurance. Failure to meet these obligations could result in this policy being invalidated, a claim not being paid, or an additional premium being charged.

Fair presentation of the risk

a) At inception of this policy and also whenever changes are made to it at **Your** request You must:

i) where **You** have taken out this policy for purposes which are wholly or mainly related to **Your** trade, business or profession, disclose to **Us** all material facts in a clear and accessible manner and not misrepresent any material facts, and
ii) where **You** have taken out this policy for purposes which are wholly or mainly unrelated to **Your** trade, business or profession, take reasonable care not to misrepresent any material facts.

b) If **You** do not comply with clause a) of this condition **We** may:

i) avoid this policy which means that **We** will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by **You** is proven by **Us** to be deliberate or reckless in which case **We** will not return the premium paid by **You**; and
ii) recover from **You** any amount **We** have already paid for any claims including costs or expenses **We** have incurred.

c) If You do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this policy may be affected in one or more of the following ways depending on what **We** would have done if **We** had known about the facts which **You** failed to disclose or misrepresented:

i) if **We** would not have provided **You** with any cover **We** will have the option to:
1. avoid the policy which means that **We** will treat it as if it had never existed and repay the premium paid; and
2. recover from **You** any amount **We** have already paid for any claims including costs or expenses **We** have incurred
ii) if **We** would have applied different terms to the cover **We** will have the option to treat this policy as if those different terms apply. **We** may recover any payments made by **Us** on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
iii) if **We** would have charged **You** a higher premium for providing the cover **We** will charge **You** the additional premium which **You** must pay in full.

d) If any insured person, other than **You**, is responsible for a misrepresentation or failure to make a fair presentation of the risk, **We** will invoke the remedies available to **Us** under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

NB: For the purposes of the duty of disclosure stated in paragraphs a) i) and ii) above the content of the **Coal Mining Search Report** will be deemed to satisfy **Your** disclosure obligations.

Cover

1. **You** are in the process of purchasing the **Property** relying on the **Coal Mining Search Report** and/or
2. **You** (being a lender) have agreed to provide a **Mortgage** in connection with **Your** borrower's purchase or re-mortgage of the **Property** relying on the **Coal Mining Search Report**.

We will pay the following losses sustained by **You** arising out of the **Property** being affected by any matter which would have been revealed by a **Search** had one been carried out on the date of the **Coal Mining Search Report** but which was not revealed by the **Coal Mining Search Report**:

1. any reduction in **Market Value** of the **Property** calculated at the date **You** become aware of the matter(s) and/or loss in connection with a **Mortgage** as a result of such reduction.
2. all other costs and expenses including out of court settlement costs incurred by **Us** or by **You** with **Our** prior written agreement.

Waiver of Breach of Policy Condition

We will not exercise **Our** right to avoid **Our** liability to **You** in respect of loss where **You** have inadvertently breached any term or condition of the policy provided that such breach does not prejudice **Our** rights and remedies under the policy or otherwise directly or indirectly result in or increase the amount of any loss.

Protection for Mortgagees and Successors in Title

We will not avoid **Our** liability to make a payment to **You** solely because another person breaches the terms and conditions of this policy, provided such breach was not committed on **Your** behalf or with **Your** agreement, and **We** will invoke the remedies available to **Us** under the Policy as against that other person as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

Joint Insured

Any party insured under this policy standing in the relation of parent company, subsidiary company, associated company, branch office or joint venture partner to each other will be deemed to be joint insured for the purposes of this policy and jointly liable and responsible for any breach of any terms and conditions of this policy. If there is any inconsistency between this clause and any other term of this policy, this clause shall prevail.

Exclusions

We will not pay for any:

1. amount in excess of the **Limit of Indemnity**.
2. loss which would be recoverable under a household buildings insurance policy.
3. loss arising from any matter that **You** were aware of at the **Commencement Date**.
4. loss if the **Property** is used for any purpose other than the **Insured Use**.

Claims Conditions and How to Claim

1. **You** must:

i) give **Us** written notice as soon as possible of any potential or actual claim or any circumstances likely to result in a claim. Please provide the policy number, **Your** name, the full address of the **Property** and a brief description of the incident that has occurred. Notifications should be sent to: Speciality Lines Claims Team, Zurich Insurance, 8th Floor, 70 Mark Lane, London, EC3R 7NQ. Email: claims@uk.zurich.com, Enquiry line: telephone 0207 648 3523
ii) pass all court documents and/or other communications to **Us** as soon as possible after receipt
iii) not deal with, make any admission of liability or attempt to settle a claim without **Our** prior written agreement.
iv) agree to and carry out at **Our** expense all things necessary to minimise any loss.
v) provide all information and assistance that **We** may require to help defend and settle the claim.

2. **We** are entitled to:

i) decide how to settle or defend a claim and may carry out proceedings in the name of any person insured under this policy, including proceedings for recovering any claim.
ii) pay to **You** at any time, an amount equal to the **Limit of Indemnity** or any lower amount for which the claim can be settled, after deduction of any sum already paid. **We** may then give up control of and have no further liability in connection with the claim.

3. If **We** admit liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **You** and **Us** in accordance with the law at the time. **You** may not take any legal action against **Us** over the dispute before the arbitrator has reached a decision.

4. If **You** or anyone acting on Your behalf:

a) makes a fraudulent or exaggerated claim under this policy; or
b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
c) makes a false statement in support of a claim whether or not the claim is itself genuine; or
d) submits a claim under this policy for loss or damage which **You** or anyone acting on **Your** behalf or in connivance with **You** deliberately caused; or
e) realises after submitting what **You** reasonably believed was a genuine claim under this policy and then fails to tell **Us** that **You** have not suffered any loss or damage; or
f) suppresses information which **You** know would otherwise enable **Us** to refuse to pay a claim under this policy

We will be entitled to refuse to pay the whole of the claim and recover any sums that **We** have already paid in respect of the claim.

If any fraud is perpetrated by or on behalf of an insured person and not on behalf of **You** this condition should be read as if it applies only to that insured person's claim and references to this policy should be read as if they were references to the cover effected for that person alone and not to the policy as a whole.

5. If any claim is covered by any other insurance, **We** will not pay for more than **Our** share of that claim.

6. The most **We** will pay for any loss (or all losses in the aggregate), including costs and expenses agreed by **Us** is the **Limit of Indemnity**. Once **We** have paid a loss or losses equal to the amount of the **Limit of Indemnity, We** will have no further liability under this policy.

General Conditions

1. Neither **You** (nor anyone acting on **Your** behalf) must disclose the existence of this policy to any other party except **Your** legal and other professional advisers, prospective purchasers, lessees and tenants of the **Property**, their respective mortgagees, legal and other professional advisers.

2. In the UK the law allows both **You** and **Us** to choose the law applicable to the contract. This contract will be subject to the relevant law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon the Property address stated in the Schedule. If there is any dispute as to which law applies it will be English law. The parties agree to submit to the exclusive jurisdiction of the English courts.

3. Notwithstanding any other terms of this policy **We** will be deemed not to provide cover nor will **We** make any payment or provide any service or benefit to **You** or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of **Yours** would violate any applicable trade or economic sanctions law or regulation.

Cancellation Clause

If **You** have taken out this policy for purposes which are wholly or mainly unrelated to **Your** trade, business or profession, **You** may cancel this policy within 14 days of receiving the policy by writing to **Us** and in such event **We** may, at **Our** discretion, charge **You** for the time that **You** have been on cover. Any refund will be made to the party who paid the premium. If **You** do cancel, **You** may be in breach of the terms of **Your** mortgage or the terms of the contract for the sale of **Your** property. If **You** are in doubt, **You** may wish to seek legal advice prior to cancellation.

Fair Processing and Complaints Procedure
Our Complaints Procedure

Our commitment to customer service

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

Who to contact in the first instance

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

Many complaints can be resolved within a few days of receipt

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

Next steps if you are still unhappy

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk.

You can also contact them as follows:

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR
Telephone: 08000 234567 (free on mobile phones and landlines)
Email: complaint.info@financial-ombudsman.org.uk

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

How we use your information

Who controls your personal information

This notice tells you how Zurich Insurance plc ('Zurich'), as data controller, will deal with your personal information. Where Zurich introduces you to a company outside the group, that company will tell you how your personal information will be used.

You can ask for further information about our use of your personal information or complain about its use in the first instance, by contacting our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

If you have any concerns regarding our processing of your personal information, or are not satisfied with our handling of any request by you in relation to your rights, you also have the right to make a complaint to the Information Commissioner's Office. Their address is: First Contact Team, Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF.

What personal information we collect about you

We will collect and process the personal information that you give us by phone, e-mail, filling in forms, including on our website, and when you report a problem with our website. We also collect personal information from your appointed agent such as your trustee, broker, intermediary or financial adviser in order to provide you with the services you have requested and from other sources, such as credit reference agencies and other insurance companies, for verification purposes. We will also collect information you have volunteered to be in the public domain and other industry-wide sources. We will only collect personal information that we require to fulfil our contractual or legal requirements unless you consent to provide additional information. The type of personal information we will collect includes; basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

If you give us personal information on other individuals, this will be used to provide you with a quotation and/or contract of insurance and/or provision of financial services. You agree you have their permission to do so. Except where you are managing the contract on another's behalf, please ensure that the individual knows how their personal information will be used by Zurich. More information about this can be found in the 'How we use your personal information' section.

How we use your personal information

We and our selected third parties will only collect and use your personal information (i) where the processing is necessary in connection with providing you with a quotation and/or contract of insurance and/or provision of financial services that you have requested; (ii) to meet our legal or regulatory obligations; or (iii) for our 'legitimate interests'. It is in our legitimate interests to collect your personal information as it provides us with the information that we need to provide our services to you more effectively

including providing you with information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest. Examples of the purposes for which we will collect and use your personal information are:

1. to provide you with a quotation and/or contract of insurance;
2. to identify you when you contact us;
3. to deal with administration and assess claims;
4. to make and receive payments;
5. to obtain feedback on the service we provide to you;
6. to administer our site and for internal operations including troubleshooting, data analysis, testing, research, statistical and survey purposes;
7. for fraud prevention and detection purposes.

We will contact you to obtain consent prior to processing your personal information for any other purpose, including for the purposes of targeted marketing unless we already have consent to do so.

Who we share your personal information with

Where necessary, we will share the personal information you gave us for the purposes of providing you with the goods and services you requested with the types of organisations described below:

associated companies including reinsurers, suppliers and service providers;
introducers and professional advisers;
regulatory and legal bodies;
survey and research organisations;
credit reference agencies;
healthcare professionals, social and welfare organisations; and
other insurance companies

Or, in order to meet our legal or regulatory requirements, with the types of organisations described below:

regulatory and legal bodies;
central government or local councils;
law enforcement bodies, including investigators;
credit reference agencies; and
other insurance companies

How we use your personal information for websites and email communications

When you visit one of our websites we may collect information from you such as your email address or IP address. This helps us to track unique visits and monitor patterns of customer website traffic, such as who visits and why they visit.

We use cookies and/or pixel tags on some pages of our website. A cookie is a small text file sent to your computer. A pixel tag is an invisible tag placed on certain pages of our website but not on your computer. Pixel tags usually work together with cookies to assist us to provide you with a more tailored service. This allows us to monitor and improve our email communications and website. Useful information about cookies, including how to remove them, can be found on our websites.

How we transfer your personal information to other countries

Where we transfer your personal information to countries that are outside of the UK and the European Union (EU) we will ensure that it is protected and that the transfer is lawful. We will do this by ensuring that the personal information is given adequate safeguards by using 'standard contractual clauses' which have been adopted or approved by the UK and the EU, or other solutions that are in line with the requirements of European data protection laws.

A copy of our security measures for personal information transfers can be obtained from our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN, or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

How long we keep your personal information for

We will retain and process your personal information for as long as necessary to meet the purposes for which it was originally collected. These periods of time are subject to legal, tax and regulatory requirements or to enable us to manage our business.

Your data protection rights

You have a number of rights under the data protection laws, namely:

to access your data (by way of a subject access request);
to have your data rectified if it is inaccurate or incomplete;
in certain circumstances, to have your data deleted or removed;
in certain circumstances, to restrict the processing of your data;
a right of data portability, namely to obtain and reuse your data for your own purposes across different services;
to object to direct marketing;
not to be subject to automated decision making (including profiling), where it produces a legal effect or a similarly significant effect on you;
to claim compensation for damages caused by a breach of the data protection legislation.
if we are processing your personal information with your consent, you have the right to withdraw your consent at any time.

We will, for the purposes of providing you with a contract of insurance, processing claims, reinsurance and targeted marketing, process your personal information by means of automated decision making and profiling where we have a legitimate interest or you have consented to this.

What happens if you fail to provide your personal information to us

If you do not provide us with your personal information, we will not be able to provide you with a contract or assess future claims for the service you have requested.

Fraud prevention and detection

In order to prevent and detect fraud we may at any time:

check your personal data against counter fraud systems
use your information to search against various publicly available and third party resources
use industry fraud tools including undertaking credit searches and to review your claims history
share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

Claims history

We may pass information relating to claims or potential claims to any relevant database. We and other insurers may search these databases when you apply for insurance, when claims or potential claims are notified to us or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.