



# The Coal Authority

Issued by:

The Coal Authority, Property Search Services, 200 Lichfield Lane, Berry Hill, Mansfield, Nottinghamshire, NG18 4RG

Website: [www.groundstability.com](http://www.groundstability.com) Phone: 0345 762 6848 DX 716176 MANSFIELD 5

**DAN-WOOD HOUSE  
10 GLADSTONE MEWS  
SHEFFIELD  
S10 3HS**

Our reference: **51000905417001**  
Your reference: **DAN-WOOD HOUSE - Ref**  
Date of your enquiry: **12 June 2015**  
Date we received your enquiry: **12 June 2015**  
Date of issue: **16 June 2015**

This report is for the property described in the address below and the attached plan.

## Residential Coal Authority Mining Report

**9 THURGOLAND HALL FOLD, THURGOLAND, SHEFFIELD, S35 7EA**

This report is based on and limited to the records held by, the Coal Authority, and the Cheshire Brine Subsidence Compensation Board's records, at the time we answer the search.

|                             |                    |
|-----------------------------|--------------------|
| Coal mining                 | See comments below |
| Brine Compensation District | No                 |

### Information from the Coal Authority

#### Underground coal mining

##### Past

The property is in the likely zone of influence from workings in 1 seam of coal at shallow depth, and last worked in 1853.

##### Present

The property is not in the likely zone of influence of any present underground coal workings.

##### Future

The property is not in an area for which the Coal Authority is determining whether to grant a licence to remove coal using underground methods.

The property is not in an area for which a licence has been granted to remove or otherwise work coal using underground methods.

The property is not in an area that is likely to be affected at the surface from any planned future workings.

However, reserves of coal exist in the local area which could be worked at some time in the future.

No notice of the risk of the land being affected by subsidence has been given under section 46 of the Coal Mining Subsidence Act 1991.

#### Mine entries

Within, or within 20 metres of, the boundary of the property there is 1 mine entry, the approximate position of which is shown on the attached plan.

For an additional fee, the Coal Authority will provide a supplementary Mine Entry Interpretive Report. The report will provide a separate assessment for the mine entry (entries) referred to in this report. It will give details based on information in the Coal Authority's possession, together with an opinion on the likelihood of mining subsidence damage arising from ground movement as a consequence of the existence of the mine entry/entries. It will also give details of the remedies available for subsidence damage where the mine entry was sunk in connection with coal mining. Please note that it may not be possible to produce a report if the main building to the property cannot be identified from Coal Authority plans (ie. for development sites and new build).

For further advice on how to order this additional information visit [www.groundstability.com](http://www.groundstability.com) or telephone 0345 7626 848.

### **Coal mining geology**

The Authority is not aware of any evidence of damage arising due to geological faults or other lines of weakness that have been affected by coal mining.

### **Opencast coal mining**

#### **Past**

The property is not within the boundary of an opencast site from which coal has been removed by opencast methods.

#### **Present**

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

#### **Future**

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

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

### **Coal mining subsidence**

There are 1 claim(s) within 50 metres of the property boundary that do not match the property address. These are shown on the attached plan.

The Authority is not aware of any request having been made to carry out preventive works before coal is worked under section 33 of the Coal Mining Subsidence Act 1991.

If further subsidence damage claims information is required in addition to that provided in this report, the Authority need to manually search their records. For further advice on how to order this additional information visit [www.groundstability.com](http://www.groundstability.com) or telephone 0345 7626 848.

### **Mine gas**

There is no record of a mine gas emission requiring action by the Coal Authority within the boundary of the property.

### **Hazards related to coal mining**

The property has not been subject to remedial works, by or on behalf of the Authority, under its Emergency Surface Hazard Call Out procedures.

The attached plan shows the approximate location of the disused mine entry/entries referred to in this report. For reasons of clarity, mine entry symbols may not be drawn to the same scale as the plan.

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 the obligations of either the Coal Authority or other responsible persons under the 1991 Act can be obtained by telephoning 0345 762 6848 or online at [www.coal.decc.gov.uk/en/coal/cms/services/claims](http://www.coal.decc.gov.uk/en/coal/cms/services/claims).

If you wish to discuss the relevance of any of the information contained in this report you should seek the advice of a qualified mining engineer or surveyor. If you or your adviser wish to examine the source plans from which the information has been taken these are normally available at our Mansfield office, free of charge, by prior appointment, telephone 01623 637235. Should you or your adviser wish to carry out any physical investigations that may enter, disturb or interfere with any disused mine entry the prior permission of the owner must be sought. For coal mine entries the owner will normally be the Coal Authority.

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). Our emergency telephone number at all times is 01623 646333.

\*Note, this Act does not apply where coal was worked or gotten by virtue of the grant of a gale in the Forest of Dean, or any other part of the Hundred of St. Briavels in the county of Gloucester.

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 to both 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.

#### ***Information from the Cheshire Brine Subsidence Compensation Board***

The property lies outside the Cheshire Brine Compensation District.

#### ***Additional Remarks***

Information provided by the Coal Authority in this report is compiled in response to the Law Society's Con29M Coal Mining and Brine Subsidence Claim enquiries. The said enquiries are protected by copyright owned by the Law Society of 113 Chancery Lane, London WC2A 1PL. Please note that Brine Subsidence Claim enquiries are only relevant for England and Wales. This report is prepared in accordance with the Law Society's Guidance Notes 2006, the User Guide 2006 and the Coal Authority and Cheshire Brine Board's Terms and Conditions applicable at the time the report was produced.

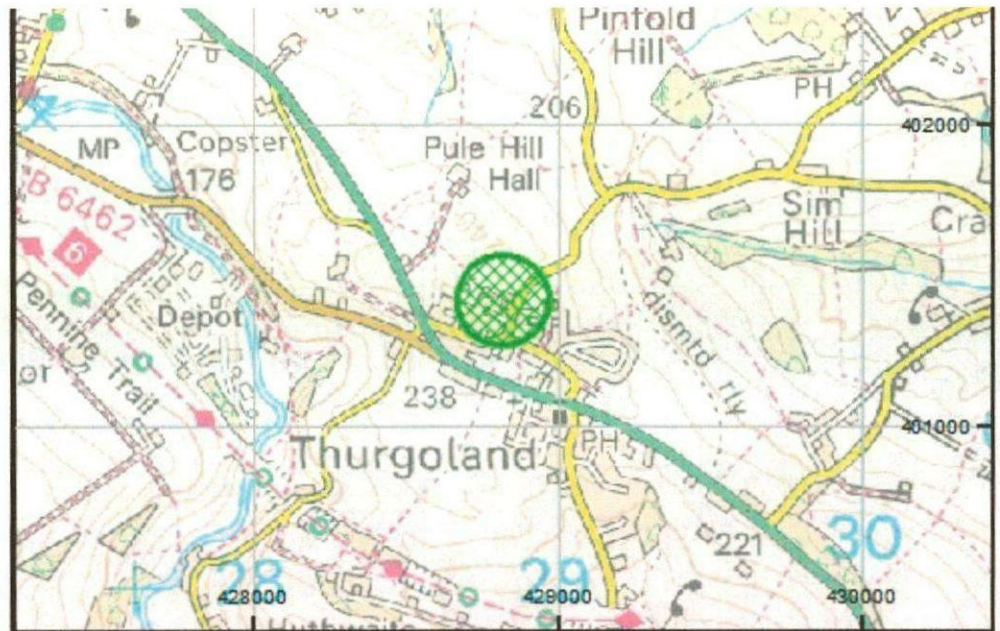
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value caused by any changes in the information contained in this report. Please see the attached certificate of insurance for the terms and conditions of this insurance. The insurance does not cover non-residential property or interpretive reports.

|                      |                                                                                 |
|----------------------|---------------------------------------------------------------------------------|
| Issued by:           | The Coal Authority, 200 Lichfield Lane,<br>Mansfield, Nottinghamshire, NG18 4RG |
| Tax Point Date:      | 12 June 2015                                                                    |
| Issued to:           | DAN-WOOD HOUSE<br>10 GLADSTONE MEWS<br>SHEFFIELD<br>S10 3HS                     |
| Property Search for: | 9 THURGOLAND HALL FOLD,<br>THURGOLAND, SHEFFIELD, S35 7EA                       |
| Reference Number:    | 51000905417001                                                                  |
| Date of Issue:       | 16 June 2015                                                                    |
| Cost:                | £29.00                                                                          |
| VAT @ 20%:           | £5.80                                                                           |
| Total Received:      | £34.80                                                                          |
| VAT Registration     | 598 5850 68                                                                     |



Approximate position  
of property



### Enquiry boundary

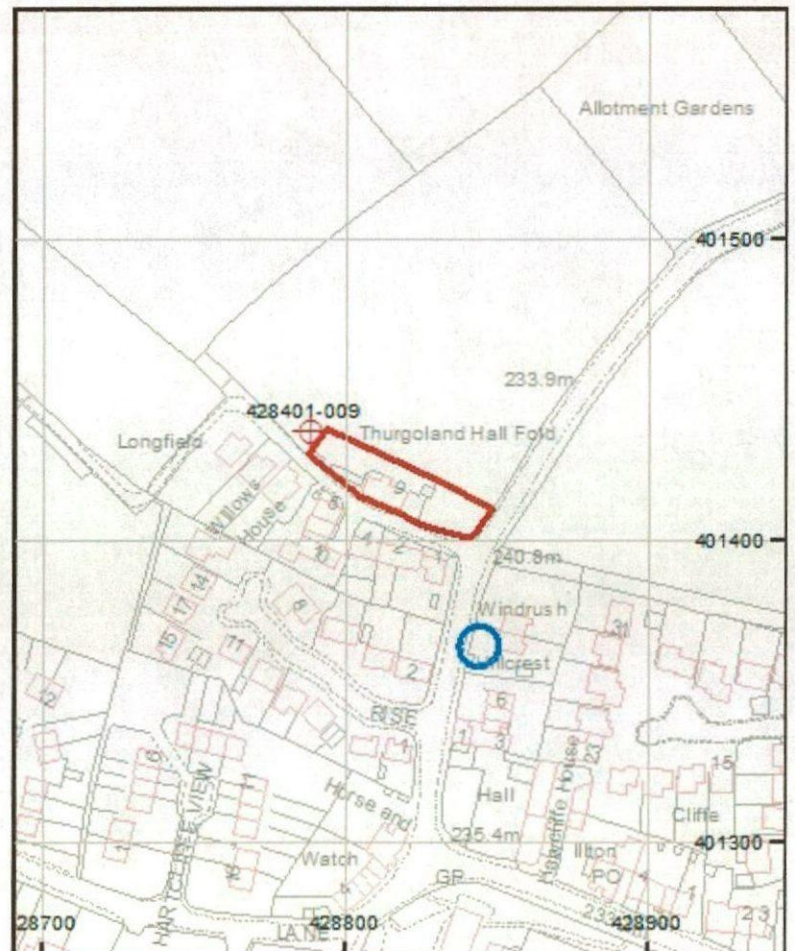
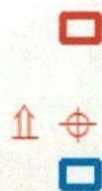
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### Key

Approximate position of enquiry  
boundary shown

Disused Adit or Mineshaft

Coal Claims



## Policy Summary – Coal & Brine Search Report Insurance

This is a summary of the policy and does not contain the full terms and conditions of the cover which can be found in the policy document. It is important that you read the policy document carefully when you receive it.

### Name of the Insurer

The insurer is Aviva Insurance Limited. Registered in Scotland No. 2116. Registered Office: Pitheavlis Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

### The Coal Authority

The Coal Authority, a NDPB (non-departmental public body) sponsored by DECC (Department for Energy and Climate Change) 200 Lichfield Lane Mansfield Nottinghamshire NG18 4RG is responsible for producing the coal & brine search report, issuing the policy, collecting the premium and declaring the existence of the policy to Aviva Insurance Limited.

### Type of Insurance and Cover

- The policy is evidenced by the policy that is attached to the coal & brine search report provided by The Coal Authority in respect of a search in form CON29M (2006).
- Where a coal & brine search report has been obtained in connection with a sale of the property, cover is provided for the benefit of a purchaser and their lender; in the case of a re-mortgage or where the existing owner chooses to obtain a coal & brine search report, cover is provided for the benefit of the owner and their lender.
- The policy offers protection against loss sustained by the owner of the property if any new problems or adverse entries are revealed in a subsequent coal & brine search report which were not revealed by the original report to which the policy was attached.

### Significant features or benefits under the policy and the term/duration of the policy

- Cover is provided for loss that you suffer up to an amount of £50,000.00.
- For the purposes of the policy loss includes:-
  - any reduction in the market value of the property directly attributable to changes in the information revealed in the coal & brine search report compiled against the property; and
  - all other costs and expenses incurred which we have agreed, in writing, to cover.
- A single premium has been paid in respect of the cover provided under the policy; the policy remains in effect until you sell the property, or if you are the lender, the debt secured by the mortgage has been repaid.
- You cannot transfer the benefits of the policy to anyone else. However, if you die whilst you still have the benefit of the cover provided by the policy, the benefit will pass to your estate and beneficiaries.

### Significant or unusual Exclusions or Conditions under the policy

- Full details can be found in the Cover and Exclusions sections of the policy.
- The policy does not cover your costs in relation to the loss of a transaction for the sale or purchase of the property.
- The property must be an existing (i.e. it must have been lived in) single residential house, flat or maisonette in the United Kingdom.
- The policy does not cover loss relating to structural or other physical damage caused to the property by subsidence, flooding or otherwise.
- The policy does not cover you for any loss in relation to any matter revealed in the coal & brine search report to which the policy is attached nor in relation to any matter that you were otherwise aware of on or before the policy was issued.

### Cancellation Rights

You have the statutory right to cancel your policy within 14 days either from the day of purchase of the policy or the day on which you receive your policy, whichever is the later. If you wish to cancel and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid.

### How to claim

If you need to make a claim please write to Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS, quoting your policy number. Telephone 0800 158 2236. Please enclose your policy and the coal & brine search report attached to it together with the subsequent coal & brine search report giving rise to the claim.

### Telephone Call Recording

For your and our joint protection telephone calls may be recorded and/or monitored.

### If You Have a Complaint

We hope that you will be very happy with the service that we provide. However, if for any reason you are unhappy with it, we would like to hear from you. In the first instance, please contact The Legal Indemnity Manager. You can write to Aviva Legal Indemnities at, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS, or telephone 0800 158 2236, whichever suits you. We are covered by the Financial Ombudsman Service. If you have complained to us and we have been unable to resolve your complaint, you may refer it to this independent body. Following the complaints procedure does not affect your right to take legal action. The full complaints procedure is set out in the policy.

### Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU.

### Coal & Brine Search Report Insurance Policy

We welcome you as a Policyholder of Aviva, a worldwide organisation offering you a local insurance service for your personal and business requirements.

This Policy is your evidence of insurance and may be required in the event of a claim.

**Property: 9 THURGOLAND HALL FOLD, THURGOLAND, SHEFFIELD, S35 7EA**

#### Definitions

**You/Your** means the person insured by this Policy. You may be

- i. The person who asked for the Coal & Brine Search Report in connection with your purchase of the Property (and your mortgagee)
- ii. The person who purchased the Property (and your mortgagee) if the person selling the Property has asked for a Coal & Brine Search Report for the benefit of the purchaser as part of a seller's pack or if the Property has been purchased by way of auction
- iii. The owner of the Property (and your mortgagee) if you are re-mortgaging the Property or the owner of the Property who has chosen to obtain a Coal & Brine Search Report.

**We/Us/Our** means the insurer, Aviva Insurance Limited. Registered in Scotland No. 2116. Registered Office: Pitheavlis Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

**TCA** means The Coal Authority a NDPB (non-departmental public body) sponsored by DECC (Department for Energy and Climate Change) 200 Lichfield Lane Mansfield Nottinghamshire NG18 4RG. TCA is responsible for producing the Coal & Brine Search Report, issuing this Policy, collecting the Premium and declaring the existence of this Policy to us.

**Coal & Brine Search Report** means the attached Coal & Brine Search Report that TCA has prepared for the Property following a Coal Mining & Brine Subsidence Search providing information compiled from

- i. TCA's records in relation to past, present and future underground and opencast coal-mining activity, shafts and adits (vertical and horizontal entries to mines), coal-mining geology, coal mining related hazards, coal-mining subsidence and mine gas and
- ii. The records of the Cheshire Brine Subsidence Compensation Board in relation to Cheshire Brine.

**Effective Date** means the date of the Coal & Brine Search Report attached to this Policy.

**Limit of Cover** means an amount of £50,000.

**Market Value** means the value determined by a Surveyor appointed following agreement by you and us (or appointed by an arbitrator in the absence of such agreement).

**Period of Insurance** means the period from the Effective Date until

- i. You sell the Property or
- ii. The debt secured by the mortgage is repaid if you are a mortgagee.

**Premium** means the total amount of £0.95p paid in consideration of the cover provided by this Policy which includes Insurance Premium Tax at the appropriate rate.

**Property** means the property the address of which appears at the top of this Policy and in respect of which TCA has provided the attached Coal & Brine Search Report.

**Surveyor** means a person approved by us who has one or more of the following qualifications: FRICS or MRICS.

#### Cover

Subject to the terms and conditions of this policy and provided TCA has collected the Premium we will cover you up to the Limit of Cover for all claims made during the Period of Insurance in respect of

1. The loss in Market Value of the Property directly attributable to any changes in the information revealed in a subsequent coal & brine search report which was not revealed in the Coal & Brine Search Report attached to this Policy which was carried out on the Effective Date, such loss in Market Value to be calculated at the date of the subsequent coal & brine search report, and
2. All other costs and expenses which we have agreed in writing to cover.

1. We will not pay more than the Limit of Cover in total for any loss in Market Value of the Property and costs and expenses covered by this Policy. You cannot claim the benefit of more than one policy provided by us in this form in relation to the Property.
2. We will not be responsible for any loss you might suffer:
  - i. if at the date of the claim you are not the legal or beneficial owner of the Property
  - ii. if the Property is not a single private home in the United Kingdom which is used only for residential purposes
  - iii. in relation to loss of a transaction for the sale or for the purchase of the Property nor for any costs incurred by you in relation to the loss of such transaction
  - iv. in respect of structural or other physical damage caused to the Property by subsidence flooding or otherwise
  - v. as a result of any change in information in response to questions 3(a) 3(b) 8(a) or 8(b) of a Coal Mining & Brine Subsidence Search (form CON29M (2006)).

For the avoidance of doubt this Policy does not provide buildings or contents insurance cover.
3. We will not be responsible for any loss which happens as a result of
  - i. an entry on any subsequent coal & brine search report after the Effective Date if this entry also appears on the attached Coal & Brine Search Report
  - ii. any problem revealed by the first coal & brine search report after the Effective Date if you or your legal representative knew about the problem on or before the Effective Date
  - iii. any change to the Coal Mining & Brine Subsidence Search (form CON29M (2006)) made after the Effective Date which affects our responsibility under this Policy if we would not have been responsible for the loss before such change
  - iv. any change in the interpretation of data upon which the Coal & Brine Search Report was produced provided such data remains unchanged.
4. We will not be responsible for any loss for which TCA or the Cheshire Brine Subsidence Compensation Board may be required to pay by law.

### Conditions

1. You cannot transfer the benefit of this Policy to anyone else. If you die during the Period of Insurance the benefit of the Policy will pass to your estate and beneficiaries.
2. If you receive information about any claim, loss or incident for which we may be responsible under this Policy you must contact us as soon as possible as set out below in the section; How to claim.
3. If there is any claim under this Policy which is also covered by any other insurance we will pay no more than our rateable proportion of the loss and any costs and expenses connected with it.
4. You agree to do and permit to be done all things that we consider necessary to minimise loss under the Policy. We will be responsible for any expense incurred in complying with this Condition.
5. You must not make any offer promise or payment or incur any costs or expenses unless we have agreed in writing to cover such costs and expenses.
6. If there is a claim under this Policy we have the right to instruct a Surveyor to assess the Market Value of the Property.
7. Where we have accepted a claim and there is disagreement over the amount to be paid the dispute can be referred to an agreed arbitrator (or in the absence of an agreement an arbitrator appointed by the President of the Chartered Institute of Arbitrators) in accordance with the law at the time.

### Cancellation Rights (Statutory Cooling Off Period)

You have the right to cancel your policy within 14 days from the day of purchase of the policy or the day on which you receive your policy, whichever is the later. If you wish to cancel and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid.

### Customers with Disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If you require any of these formats, in the first instance, please contact Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS, quoting your policy number. Telephone 0800 158 2236.

### Data Protection Act – Information Uses

For the purposes of the Data Protection Act 1998, the Data Controllers in relation to any personal data you supply are Aviva Insurance Limited and The Coal Authority.

### Insurance Administration

Your information may be used for the purposes of insurance administration by the insurer, its associated companies and agents by reinsurers and TCA. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurer's compliance with any regulatory rules/codes. Your information may also be used for research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it.

If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us and for us to be able to process their personal data (including any sensitive personal data) and also that you have told them who we are and what we will use their data for, as set out in this notice.

In the case of personal data, with limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you.

Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators).

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

- Share information about you with other organisations and public bodies including the Police;
- Undertake credit searches and additional fraud searches;
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.

We can supply on request further details of the databases we access or contribute to.

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity.

### **Use of Language**

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

### **How to claim**

If you need to make a claim please write to Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS, quoting your policy number. Telephone 0800 158 2236. Please enclose your policy and the Coal & Brine Search Report attached to it together with the subsequent coal & brine search report giving rise to the claim.

Please be aware of the Conditions of this Policy.

### **Telephone Call Recording**

For your and our joint protection telephone calls may be recorded and/or monitored.

### **Choice of Law**

The law of England and Wales will apply to this contract unless at the date of the contract you are a resident of Scotland or Northern Ireland in which case the law of that country will apply.

### **Our Promise of Service**

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally.

We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

### **What will happen if you complain**

- We will acknowledge your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

### **What to do if you are unhappy**

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting The Legal Indemnity Manager. You can write to Aviva Legal Indemnities at, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS, or telephone 0800 158 2236, whichever suits you, and ask your contact to review the problem.

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service at: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone: 0800 023 4567 (free from landlines) or 0300 123 9123. Or simply log on to their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

### **Financial Services Compensation Scheme**

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU.