

# Landmark Coal Mining Con29M Report

RESIDENTIAL






## Underground Mining

	<b>Past Underground Coal Mining</b> For further detail see Informative under Section 1 of the report	<b>IDENTIFIED</b>
	<b>Present Underground Coal Mining</b>	<b>NOT IDENTIFIED</b>
	<b>Future Underground Coal Mining</b>	<b>NOT IDENTIFIED</b>

## Opencast Mining

	<b>Past Opencast Coal Mining</b>	<b>NOT IDENTIFIED</b>
	<b>Present Coal Opencast Mining</b>	<b>NOT IDENTIFIED</b>
	<b>Future Opencast Mining</b>	<b>NOT IDENTIFIED</b>

## Other Considerations

	<b>Coal Mining Geology</b>	<b>NOT IDENTIFIED</b>
	<b>Coal Mining Subsidence Claims</b> For further detail see Informative under Section 9 of the report	<b>IDENTIFIED</b>
	<b>Shafts and Adits (mine entries)</b> For further detail see Informative under Section 4 of the report	<b>IDENTIFIED</b>
	<b>Mine Gas Emissions</b>	<b>NOT IDENTIFIED</b>
	<b>Emergency Surface hazard Call Out incidents</b> For further detail see Informative under Section 11 of the report	<b>IDENTIFIED</b>

This report is issued for the property described as:  
**Sample**

Report Reference:  
[REDACTED]

National Grid Reference:  
[REDACTED]

Customer Reference:  
**Sample Landmark CON29M report with appendices**

Report Date:  
**05/05/2021**

### CONTACT DETAILS

If you require any assistance please contact our customer services team on:

**0844 844 9966**

or by email at:  
[helpdesk@landmark.co.uk](mailto:helpdesk@landmark.co.uk)

POWERED BY  
**PINPOINT COAL**

This Report identifies potential risks listed in brief above. A more detailed explanation of risks and suggested further steps can be found in the relevant section of the report. Please Note: The risk assessments are based on licensed Coal Authority and PinPoint data as interpreted by PinPoint Coal Ltd



**Phil Huddleston** MRICS, Chartered Minerals Surveyor  
Director of PinPoint Coal Ltd



Search Address:

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Sample

National Grid centroid of property:

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— Property/Site boundary



## 1. Past underground coal mining

Is the property within the zone of likely physical influence on the surface of past underground coal workings? If yes, indicate the number of seams involved, their depth and approximate last date of working.  
For the purpose of this enquiry "zone of likely physical influence" will be based on the principle of 0.7 times the depth of the working allowing for seam inclination.



The property is within an area where Coal has been mined below or within a zone of influence that includes the property. In total 5 seams have been worked, of these 7.66 percent are at shallow depths. 92.34 percent are at moderate depths and 0.00 percent are at considerable depths. This mining was last active in 1949.

### Informative

Underground mining creates spaces (or voids). The intense pressures set up by deep mining make these voids compress resulting in subsidence at the surface.

Where the mining has been nearer to the surface, as is the case here, the pressures are less and the voids can remain for a longer period of time.

When and where or if these voids might collapse and result in surface subsidence is difficult to predict but there is clearly an enhanced risk.

### Professional Opinion and Recommendations

In this case presence of shallow workings clearly represents an increased risk. If any damage is caused to the property by subsidence from these workings the owner of the property would normally be able to make a claim under the Coal Mining Subsidence Act 1991

If you are concerned about any of the issues raised here and wish to obtain further advice you will need to have a detailed investigation undertaken and a report prepared by a suitably qualified professional and follow any guidance given in that report.

- A mining surveyor would be able to look into detailed records to say more precisely what, if any, risks are present.
- A structural surveyor would be able to provide a report to identify any structural defects in the property enabling a benchmark and identifying any existing defects.

### PinPoint Coal Zone of Influence

Landmark Coal Reports use a bespoke methodology to determine the zone of influence that is unique to them and highly accurate. The average depths of underground workings within the Zone Of Influence are reported by indicating the percentage depths for shallow workings (those less than 30M or 50M where the seam is unusually thick), moderate (depth ranges from 30M to 500M) and considerable (workings deeper than 500M). A count of the number of seams worked and the last date of mining from these is also reported.



## 2. Present underground coal mining

Is the property within the zone of likely physical influence on the surface of present underground coal workings? If yes, indicate the seams involved.



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



### 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?
- (b) Is the property within any geographical area for which a licence to remove coal by underground methods has been granted? If yes, when was the licence granted?
- (c) Is the property within the zone of likely physical influence on the surface of planned future underground coal workings? If yes, indicate the seams involved and approximate date of working.
- (d) Has any notice of proposals relating to underground coal mining operations been given under section 46 of the Coal Mining Subsidence Act 1991? If yes, supply the date and details of the last such notice.

*For the purpose of this enquiry "geographical area" means the surface area directly above a licence being determined or granted.*



#### 1.3. Future underground coal mining

The Coal Authority has not granted a licence to extract coal using underground methods in the area of this property.

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

Coal Mining activity is regulated and licensed by the Coal Authority. This property is located within a known coalfield area and as such the possibility of future activity from either opencast or underground extraction exists. This report gives information on the current known position and any actual workings or proposed are disclosed within it, along with any know licence applications.



### 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? If yes, supply a plan showing the approximate recorded location and any relevant information, where available, regarding any treatment carried out to such shafts, adits or entries.

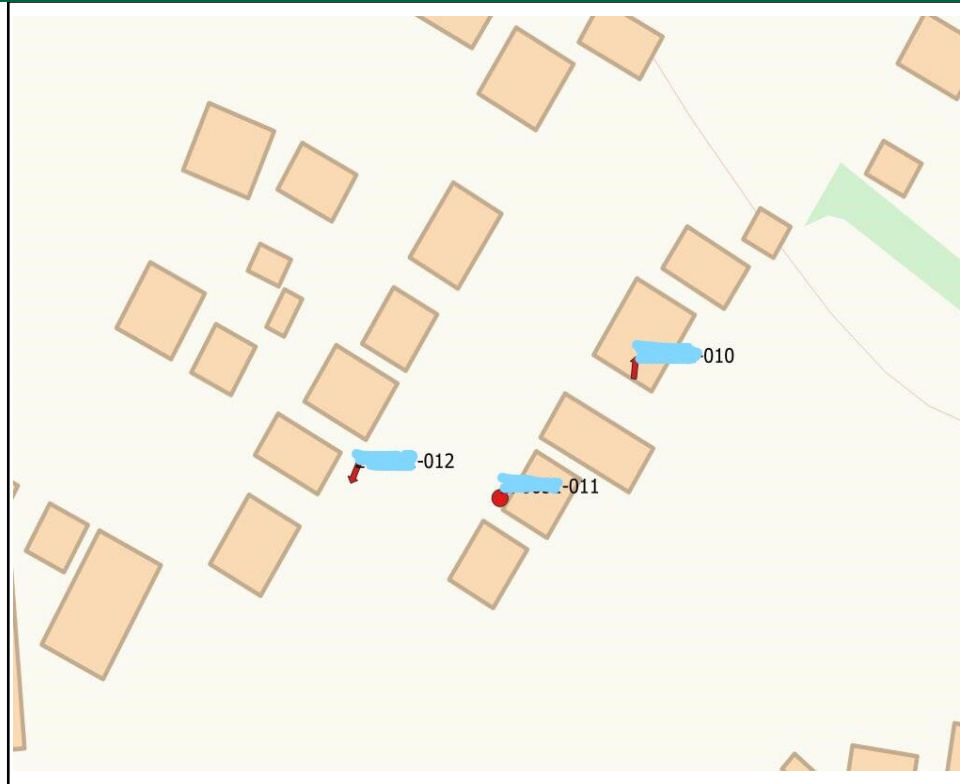


#### 4. Mine Entries

Coal Authority records indicate mine entries to be present within the boundary of the property or within 20M surrounding it:

The property boundary and the above-mentioned mine entries are shown on the plan below.

Ref No	TYPE	MINERAL	Treatment details
██████████	Shaft	Coal	Records held by the Authority indicate the shaft fill was grouted and a 8m x 7m x 0.4m reinforced concrete slab was constructed over the shaft 2m below general ground level in June 2005 by contractors acting on behalf of the Authority.
██████████	Adit	Coal	unknown
██████████	Adit	Coal	unknown



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— Enquiry boundary

● Mine Shaft

↓ Mine Adit

**We have provided additional information about this aspect of our report in the form of a Mine Entry Interpretation report. For further information please see Appendix**

#### Informative

Shafts and adits are the means by which coal is accessed from the surface. Shafts are vertical excavations sunk from the surface to the coal seams worked. Adits are tunnels that start at the surface and extend into the seams worked.

The approximate location of any mine entries within 20M of the property boundary are referred to above and shown on the plan



## 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 geological fissures, breaklines and/or other lines of weakness are present in the area that may have been affected or created by coal mining.



## 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 is not inside the boundary of an opencast site from which coal has been 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 is not within 200 metres 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?  
(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? If yes, when was the licence granted?



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

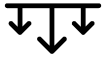
The property does not fall within 800 metres of an opencast site for which a licence to remove coal by opencast methods has been granted.

### **Informative**

Opencast operations involve the extraction of coal by quarrying from the surface. The risks from adjacent opencast coal operations do not usually involve ground movement or any potential for increased incidence of related subsidence.

### **Professional Opinion and Recommendations**

In this case the issues relate in the main to environmental matters e.g. dust, noise, and increased traffic and visual amenity etc.



## 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 1st January 1994? If yes, supply the date of such notice or claim.
- (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 him?
- (c) In respect of any such notice or acceptance has the remedial obligation or claim been discharged? If yes, state whether such remedial obligation or claim was discharged by repair or payment, or a combination thereof.
- (d) Does any current "Stop Notice" delaying the start of remedial works or repairs affect the property? If yes, supply the date of the notice.
- (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?

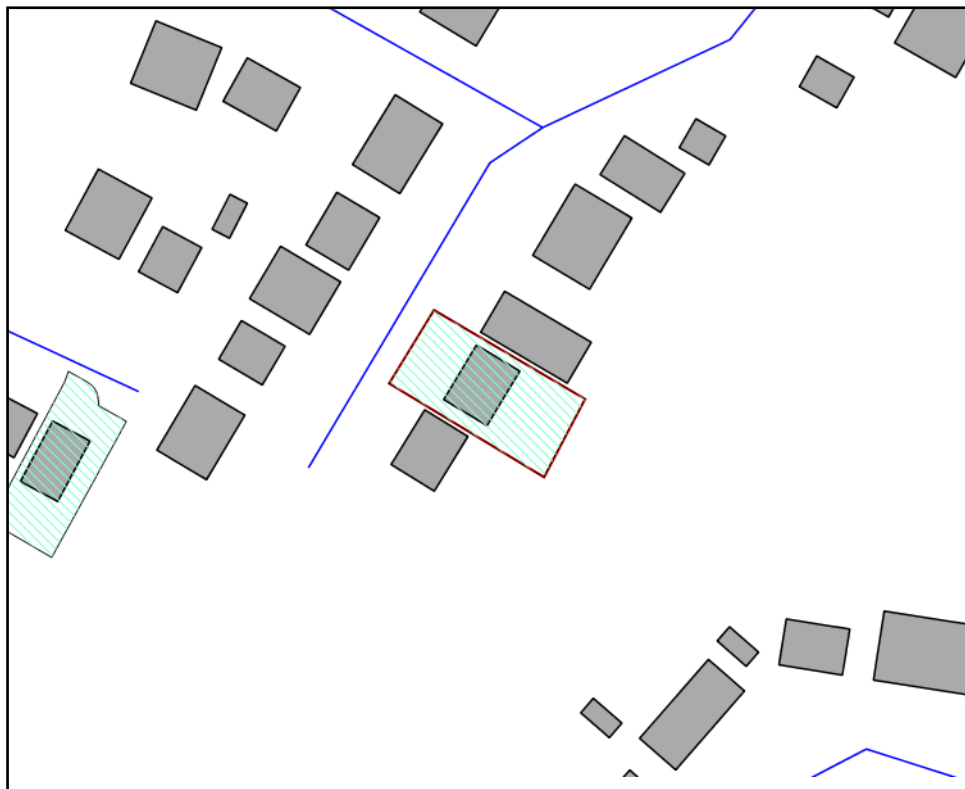


A damage notice or claim for alleged subsidence damage was given, made or pursued in 28/02/2005. The outcome of this was that claim was discharged by repair.

The attached plan shows subsidence claims within, or intersecting the property boundary and in the general area where the property is situated. **We have provided additional information about these claims as an appendix Report. For further information please see Appendix**

The start of remedial works or repairs to the property has not been delayed owing to an extant Stop Notice

The Coal Authority records do not reveal any request having been made under S33 (Preventative Works) of the Coal Mining Subsidence Act 1991



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— Enquiry boundary      Claim boundary



## 10. Mine gas emissions

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?



There is no record of any action being required by the Coal Authority as a result of a mine gas emission 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?



We understand that the Coal Authority has admitted liability for an issue at this property that has been reported to it under its Emergency Surface Hazard Call Out service. Further information on the current position should be obtained directly from the Authority

### Professional Opinion and Recommendations

If after reading this you are concerned about any of the issues raised here you should speak to the Coal Authority on 0345 762 6848 or contact them via their website at <https://www2.groundstability.com/contact/>

### NOTES

- This official CON29M Residential Coal Mining Report is a site-specific interpretation of coal mining activity. These enquiries are The Law Society CON29M 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.
- These enquiries are produced in conjunction with the Law Society's Terms and Conditions 2018, User Guide 2018, and the Guidance Notes 2018, under which all replies to these enquiries are made. These terms apply regardless of the method used to order and receive reports. The Terms and Conditions and User Guide have been approved by the Law Society following consultation with key stakeholders and apply to all searches made including those using the CON 29M enquiry form



# Appendix - Mine Entry Risk

**Please refer to plan shown in Shafts and adits (mine entries) section when reading this appendix**

Shafts and adits (mine entries) are the means by which coal is accessed from the surface. Shafts are vertical excavations sunk from the surface to the coal seams worked. Adits are tunnels that start at the surface and extend into the seams worked.

This report identifies the risk posed by the presence of the mine entries in relation to the property boundary.

**Mine Entry reference:** [REDACTED]

<b>Mineral worked</b>	Coal
<b>Owner</b>	CA
<b>Treatment description</b>	Records held by the Authority indicate the shaft fill was grouted and a 8m x 7m x 0.4m reinforced concrete slab was constructed over the shaft 2m below general ground level in June 2005 by contractors acting on behalf of the Authority.
<b>Mine entry type</b>	Shaft
<b>Diameter</b>	3m
<b>Depth</b>	54
<b>Source</b>	Ab plan: S97 S334 11425 11459 11755 Other: Area Shaft Register
<b>Name</b>	Old Shaft

This mine entry is within influencing distance of the property boundary. To determine whether and to what extent the specific building within the property boundary might be affected, is beyond the scope of this report.

Landmark reports calculate the influencing distance of mine entries which include both adits (horizontal or inclined entries) and shafts (vertical entries). Added value is gained by using BGS superficial deposits data.

Whilst not necessary in most cases, a **Consultant's Report** can be obtained to analyse the risk posed by the presence of reported mine entries in relation to this specific property. This can be obtained from PinPoint Coal Ltd at [www.PinPointinformation.co.uk](http://www.PinPointinformation.co.uk). The report looks at the relationship between the location of the entry, the building and surrounding land together with other variable parameters to arrive at a risk rating and a bespoke MRICS opinion. *If you are not already PinPoint client, please contact your Search provider for more information.*

### Professional Opinion and Recommendations

The report has identified what, if any, treatment is known to have been provided to the mine entries disclosed. Where treatment is unknown this does not mean none has taken place but simply that the Coal Authority does not have any record of it. This is because before the formation of the National Coal Board there was no centralised recording facility and the treatment was reliant upon private operators and landowners.

If after reading this you are concerned about any of the issues raised here and wish to obtain further advice other than our Consultants Report, you will need to have a further detailed investigation undertaken and a report prepared by a suitably qualified professional; then follow any guidance given in that report.

- A mining surveyor would be able to look into detailed records to say more precisely what, if any, risks are present.
- A structural surveyor would be able to provide a report to identify any structural defects in the property.
- A geotechnical engineer would be able to say whether the mine entry has been adequately treated and whether its presence can have any effect upon the structure of the building.

**Mine Entry reference:** XXXXXXXXXX

<b>Mineral worked</b>	Coal
<b>Owner</b>	CA
<b>Treatment description</b>	unknown
<b>Mine entry type</b>	Adit
<b>Diameter</b>	(3)m
<b>Depth</b>	unknown
<b>Source</b>	Other: Area Shaft Register
<b>Name</b>	Old Mine

This mine entry is within influencing distance of the property boundary. To determine whether and to what extent the specific building within the property boundary might be affected, is beyond the scope of this report.

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Mine Entry reference: XXXXXXXXXX

Mineral worked	Coal
Owner	CA
Treatment description	unknown
Mine entry type	Adit
Diameter	(3)m
Depth	unknown
Source	Ab plan: S97 S334 11425 11459 11755 Other: Area Shaft Register
Name	Old Mine

This mine entry is within influencing distance of the property boundary. To determine whether and to what extent the specific building within the property boundary might be affected, is beyond the scope of this report.

Landmark reports calculate the influencing distance of mine entries which include both adits (horizontal or inclined entries) and shafts (vertical entries). Added value is gained by using BGS superficial deposits data.

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- A mining surveyor would be able to look into detailed records to say more precisely what, if any, risks are present.
- A structural surveyor would be able to provide a report to identify any structural defects in the property.
- A geotechnical engineer would be able to say whether the mine entry has been adequately treated and whether its presence can have any effect upon the structure of the building.

#### Summary

The individual risks associated with each mine entry is quantified above. In the unlikely event of the property being damaged by coal mining subsidence, the owner is entitled to make a claim under the provisions of the Coal Mining Subsidence Act 1991. In most cases where the mine entry has been sunk to mine coal the owner will be the Coal Authority, there are however, exceptions, and this would need to be taken into account. If you need further help in this regard please contact us.

If after reading this you are concerned about any of the issues raised here and wish to obtain further advice you will need to have further detailed on-site investigation undertaken and a report prepared by a suitably qualified professional and follow any guidance given in that report.

# Appendix – Subsidence Claims(s)

Please refer to plan shown in Coal mining subsidence claims Section when reading this appendix

Coal Mining Subsidence claims within 50M of the property boundary are detailed below:

Reference	Claim Item	Received Date	Status	Claim Spending
██████	sample 1	28/02/2005	05 - Settled	£9894.7
██████	sample 2	21/04/2009	02 - Rejected	

## Summary

The individual details of each claim are listed above. Further actions are recommended based on the particular status of a claim

- **Claim Withdrawn:** No Action generally but if damage was identified in the property there may be other causes than mining subsidence. Advise making further enquiry with the vendor.
- **Claim Ongoing:** make further enquiries of the Seller, their Solicitors or the Coal Authority
- **Claim Settled:** Where further detail is required seeking a Subsidence Claims History report from the Coal Authority might provide useful information as to for example, why the compensation was so high/low.

The existence of nearby claims does not necessarily mean that damage has been caused to other properties in the locality or will do so in the future. While there may not have been damage there most certainly will have been subsidence. The only method by which you can be sure no damage has been caused is to have an inspection undertaken.

### **Statutory Support**

Under the Coal Mining Subsidence Act 1991, property owners have statutory protection. This provides that (save for coal worked through the Grant of Gale in the Forest of Dean, or any part of the Hundreds of St Briavels) damage caused by lawful disused coal mine workings or coal mine entries, shall be made good by the Coal Authority/Licensee to the reasonable satisfaction of the property owner. These sort of claims, need not usually involve either the home insurance company or mortgage lender. Further information can be obtained at

[www.gov.uk/government/publications/coal-mining-subsidence-damage-notice-form](http://www.gov.uk/government/publications/coal-mining-subsidence-damage-notice-form)

The Coal Authority provides an emergency call out facility in coalfield areas to assess the public safety implications of mining feature. These include disused coal mine entries, shafts and coal related surface hazards. More information can be found at [www.groundstability.com](http://www.groundstability.com) The Public Safety and Subsidence Department can be contacted through the Coal Authority's emergency telephone number is 01623 646333.

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### **Report Limitations**

This Landmark Mining report has been carried out via the GIS of PinPoint Information Ltd, using a combination of TCA licensed data, British Geological Survey licensed data © NERC (2016), and PinPoint Information Ltd's digital collection of abandoned mine plans, maps, records and archives. Only in the case of a PinPoint Ground Stability report/module, does the report consider natural ground stability hazards, such as subsidence, landslip or coastal erosion. Only in the case of a PinPoint Minerals report/module and the combined coal and minerals report/module is ground stability through the extraction of minerals fully considered.

Some of the responses contained in this report are based on data and information provided by the United Kingdom Research and Innovation (UKRI) or its component body the British Geological Survey (BGS). Your use of any information contained in this report which is derived from or based upon such data and information is at your own risk. Neither UKRI nor BGS gives any warranty, condition or representation as to the quality, accuracy or completeness of such information and all liability (including liability for negligence) arising from its use is excluded to the fullest extent permitted by law.

Whilst Landmark has endeavoured to provide as accurate a report as possible, it should be realised that unrecorded or suspected workings can be discovered between known workings and therefore neither Landmark Information Group nor PinPoint Coal Ltd can be held responsible for any settlement or subsidence problems as a result of a Site being affected by unrecorded feature relating to mining or natural underground cavities.

The Report is created by a remote investigation and reviews only information provided by the client (address/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 PinPoint Coal Ltd 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 features that could potentially have a direct influence upon the Site searched are considered relevant, with other (non-relevant) features present in the general area being omitted for ease of reference.

Landmark reports assess the risk posed in relation only to objectively identifiable criteria. For example, in the case of a Landmark Con29M Report, the assessment relates only to the type of hazards typically outlined in a Coal mining report answering Con29M questions as agreed from time to time by the Coal Authority and the Law Society of England & Wales. In this regard, from June of 2018, content relating to the activities of the Cheshire Brine Compensation Board ceased to be a requirement of a Con29M. As such, it is beyond the scope of this report to provide any information relating to the activities of the Cheshire brine Compensation Board. Landmark recommends that should a location be identified as being within the Cheshire Brine

Compensation Area a Cheshire Salt report should be secured from your search provider

It is beyond the scope of this Report to assess the potential loss amenity or aesthetic impact of certain hazards. For example, current or proposed open cast workings, despite their existence possibly affecting the Site's resale value.

This report is confidential to the client, the client's legal advisor and the client's Mortgage lender, as defined in the Landmark terms & conditions, and as such may be used by them for conveyancing or related purposes.

If you wish to discuss the relevance of any of the coal risk 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 the Coal Authority's offices: 200 Lichfield Lane, Berry Hill, Mansfield, Nottinghamshire NG1 4RG. They are viewable, by prior appointment, telephone 01623 637235 or in the case of minerals via the on-line facility afforded by [British Geological Survey](#)

Should you or your adviser wish to carry out any physical investigations that may enter, disturb or interfere with any disused mine entry or shallow workings, the prior permission of the owner must be sought. For coal mine entries and workings the owner will normally be the Coal Authority. With other Minerals, do not assume that the owner is the surface land owner, as ownership might previously have been severed.

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### Important Consumer Protection Information

This search has been produced by Landmark Information Group Ltd, Imperium, Imperial Way, Reading, Berkshire, RG2 0TD

Tel: 0844 844 9966

Fax: 0844 844 9980

Email: [helpdesk@landmark.co.uk](mailto:helpdesk@landmark.co.uk)

Landmark adheres to the Conveyancing Information Executive (CIE) standards.

### The Standards

- Conveyancing Information Executive Members shall act in a professional and honest manner at all times in line with the Conveyancing Information Executive Standards and carry out the delivery of the Search with integrity and due care and skill.
- Compliance with the Conveyancing Information Executive Standards will be a condition within the Conveyancing Information Executive Member's Terms and Conditions.
- Conveyancing Information Executive Members will promote the benefits of and deliver the Search to the agreed standards and in the best interests of the customer and associated parties.
- The standards can be seen here: <http://www.conveyinfoexec.com>

## Complaints

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 Standards.

Please note that all queries or complaints regarding your search should be directed to your search provider in the first instance, not to TPO.

TPOs Contact Details:

The Property Ombudsman scheme  
Milford House  
43-55 Milford Street  
Salisbury  
Wiltshire SP1 2BP

Tel: 01722 333306

Fax: 01722 332296

Web site: [www.tpos.co.uk](http://www.tpos.co.uk)

Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

## Landmark Complaints Procedure

If you want to make a complaint to Landmark, 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:

Customer Relationships Manager  
Landmark Information  
Imperium Imperial Way Reading RG2 0TD  
Tel: 0844 844 9966  
Email: [helpdesk@landmark.co.uk](mailto:helpdesk@landmark.co.uk)  
Fax: 0844 844 9980

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  
Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.

**End of Report**

## Your Aviva Legal Indemnity Policy PinPoint Mining Report Indemnity Policy Number [REDACTED]

This policy provides evidence of your insurance and may be required in the event of a claim.

**Important.** If the information in your policy is incorrect or incomplete, or if the insurance does not meet your requirements, please tell us as soon as possible.

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### You are

The person insured by this Policy. You may be:

- the person who asked for the PinPoint Mining Report in connection with your purchase of the Property (and your mortgage-lender);
- the person who purchased the Property (and your mortgage-lender) if the person selling the Property has asked for a PinPoint Mining Report for the benefit of the purchaser or if the Property has been purchased at auction;
- the owner of the Property (and your mortgage-lender) if you are re-mortgaging the Property.

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### We are

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.

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### Your Premium

**£1.50**

#### Total premium

The premium includes Insurance Premium Tax (IPT) at the appropriate rate (where applicable).

This premium is payable once only for the duration of your policy (see Your Period of Cover).

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### Your Property

The Property in respect of which PinPoint has provided the attached Pinpoint Mining Report

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### Your Insured Use

Your continued use of the Property as a single private dwelling or single commercial premises.

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## PinPoint Mining Report Indemnity

### Your Cover Limit

You are covered for any claim made against you under this policy for Insured Losses which you incur up to a total value of **£100,000.00**.

Your Cover Limit will increase by 10% every year for 10 years on each anniversary of the Effective Date.

### Your Period of Cover

The period from the Effective Date until

- you sell the Property or
- if you are a mortgage-lender, the debt secured by your mortgage is repaid.

**Effective Date** means the date of the PinPoint Mining Report undertaken by PinPoint and attached to this Policy.



## Your Covered Risk

The Property is or may be subject to matters contained on the Effective Date in records kept by the Coal Authority and/or British Geological Survey © NERC (2016).

## Operation of Cover

Subject to the Terms and Conditions of this policy and provided that PinPoint has collected the Premium, we will provide the Cover to you up to your Cover Limit for all claims made during your Cover Period.

## Your Cover

In the event that any information contained in a Coal Mining & Brine Subsidence Search on form CON29M (or any other official form replacing this) and/or records kept by British Geological Survey © NERC (2016) on the Effective Date differs from the information contained in the PinPoint Mining Report attached to this Policy and prevents or restricts your use of the Property or reduces its value when used in accordance with your Insured Use, we will, subject to the Terms and Conditions of this policy, indemnify you for your Insured Losses.

## Your Insured Losses

The losses for which you are insured under this policy are:

- any reduction in the open market value of the Property where 'open market value' means the average of the estimates given by two independent valuers (one to be appointed and paid for by us, the other to be appointed and paid for by you) of the values of the Property on the open market assuming first that the Property is affected by changes in the information contained in a search on form Con29M (or any other official form replacing this) and/or records kept by British Geological Survey © NERC (2016) which were not contained in the PinPoint Mining Report attached to this Policy and second that the Property is not affected by such changes, and
- any other costs incurred by you, with our prior written agreement

These losses are payable by us notwithstanding a breach of the Terms or Conditions of this policy by someone other than you, provided that you did not agree with, and were not aware of, the breach.

## Your Uninsured Losses

The losses for which you are not insured under this policy are any costs or expenses which result from:

- any information revealed by a subsequent search on form Con29M (or any other official form replacing this) and/or the records kept by British Geological Survey © NERC (2016) after the Effective Date if this information is also revealed in the attached PinPoint Mining Report
- any structural or other physical damage caused to the Property by subsidence, flooding or otherwise
- any loss for which the Coal Authority or the Cheshire Brine Subsidence Compensation Board may be required to pay by law
- the loss of a transaction for the sale or for the purchase of the Property
- your use of the Property for any purpose other than your Insured Use.

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## Your Aviva Legal Indemnity Draft Policy Terms and Conditions

The following terms and conditions apply to all sections of your policy. If you do not keep to these terms and conditions

- we may cancel your policy and refuse to pay any claim, or
- we may not pay any claim in full, or
- we may revise the premium and/or change any excess, or
- the extent of the cover may be affected.

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### General

Without first obtaining our written consent (which we need not give), you and anyone who acts on your behalf must not

- disclose the existence of this policy to anyone other than the legal advisers of prospective buyers of your Property and/or their mortgage-lenders;
- discuss or enter negotiations with anyone who may have an interest in or rights to enforce your Covered Risks;
- use the Property otherwise than in accordance with your Insured Use.

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### Claims

You must

- without unnecessary delay give written notice to us of any potential or actual claim or any circumstances likely to result in a claim;
- pass immediately to us all court documents and/or other communications received by you, and provide all information and assistance which we reasonably require;
- not deal with or attempt to settle a claim without our prior written agreement;
- do and allow to be done by us at our expense, all things reasonably necessary to minimise any losses, damages, costs and expenses payable under this policy.

We can

- have full discretion to conduct in your name the defence and settlement of any claim or the prosecution of any claim for indemnity, damages or otherwise;
- pay to you at any time the amount of the Cover Limit or any lesser amount for which claims can be settled, and then give up control of the claims and have no further involvement with them;
- if we have accepted a claim, refer any disagreement between you and us over the amount to be paid to an agreed arbitrator (or, in the absence of agreement, an arbitrator appointed by the President of the Chartered Institute of Arbitrators) in accordance with the law at the time. Legal action can be taken by you only after the arbitrator has made an award.

If you have other insurance covering the same loss as is covered under this policy, we will pay no more than our rateable proportion of the loss.

Our liability to you in respect of all and any claims under this policy will not exceed in total the amount of the Cover Limit.

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### Choice of Law

The law of England and Wales will apply to this policy unless

- you and we agree otherwise; or
- at the Start Date of the contract you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

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### Use of language

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

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## Your cancellation rights

If you have taken out this policy acting other than in the course of your trade, business or profession ('a consumer'), you have the right to cancel your policy within 14 days from either the date of purchase of the policy or the day on which you receive your policy documentation, 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. To cancel please call Aviva on 0800 158 2236.

Please be aware that cancellation of this policy may put you in breach of your mortgage terms and/or the terms of a sale or lease agreement.

If you are not a consumer you do not have a statutory right of cancellation under this policy.

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## How to claim

If you need to make a claim, please contact the legal adviser who arranged the policy for you; or you can write to Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS, quoting your policy number or telephone 0800 158 2236.

Please be aware of the General and Claims Terms and Conditions of this policy.

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## 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 you can write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 Botolph Street, London, EC3A 7QU.

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## Complaints

### 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 from us, 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 Manager, Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS or telephone us on 0800 158 2236.

If you are unhappy with the outcome of your complaint, you may refer the matter to the Financial Ombudsman Service if you are eligible to do so (see [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) for further details)

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone: 0800 023 4567 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.

If you have taken a product out with us online or by telephone, you can also use the European Commission's Online Dispute Resolution (<http://ec.europa.eu/odr>) service to make a complaint. The purpose of this platform is to identify a suitable Alternative Dispute Resolution (ADR) provider and we expect that this will be the Financial Ombudsman Service. Please be aware that the Financial Ombudsman Service will only be able to consider your complaint after we have had the opportunity to consider and resolve it.

# IMPORTANT INFORMATION

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## Important notice - information we need to know about

You must take reasonable care to provide complete and accurate answers to the insurer's questions when you take out or make changes to your policy.

Please tell Aviva Legal Indemnities immediately if there are any changes to the information set out in "The Statement of Fact" document or on your policy.

If you are in any doubt, please contact Aviva Legal Indemnities.

When you inform us of a change, we will tell you if this affects your policy, for example whether we are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to your policy.

If the information provided by you is not complete and accurate:

- we may cancel your policy and refuse to pay any claim;
- we may not pay any claim in full;
- we may revise the premium and/or change any excess;
- the extent of the cover may be affected.

We recommend you keep a record (including copies of letters) of all information supplied to the insurer for future reference.

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## Data Protection - Privacy Notice

### Personal Information

We collect and use personal information about you so that we can provide you with a policy that suits your insurance needs. This notice explains the most important aspects of how we use your information but you can get more information about the terms we use and view our full privacy policy at [www.aviva.co.uk/privacypolicy](http://www.aviva.co.uk/privacypolicy) or request a copy by writing to us at Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester LE7 1PD.

The data controller responsible for this personal information is Aviva Insurance Limited as the insurer of the product.

### Personal information we collect and how we use it

We will use your personal information:

- to provide you with insurance: we need this to decide if we can offer insurance to you and if so on what terms and also to administer your policy and handle any claims.
- to support legitimate interests that we have as a business: we need this to manage arrangements we have with reinsurers, for the detection and prevention of fraud and to help us better understand our customers and improve our customer engagement,
- to meet any applicable legal or regulatory obligations: we need this to meet compliance requirements with our regulators (e.g. Financial Conduct Authority), to comply with law enforcement and to manage legal claims, and
- to carry out other activities that are in the public interest: for example we may need to use personal information to carry out anti-money laundering checks.

As well as collecting personal information about you, we may also use personal information about other people, for example, contained in financial accounts or relating to beneficiaries of a deceased's estate. If you are providing information about another person we expect you to ensure that they know you are doing so and are content with their information being provided to us. You might find it helpful to show them this privacy notice and if they have any concerns please contact us in one of the ways described below.

The personal information we collect and use will include name, address, date of birth and financial information. If a claim is made we may also collect personal information about the claim from you and any relevant third parties.

If we need your consent to use personal information, we will make this clear to you when your application or any claim is submitted. If you give us consent to using personal information, you are free to withdraw this at any time by contacting us - refer to the "Contacting us" details below. Please note that if consent to use information is withdrawn we may not be able to continue to provide the policy or process claims and we may need to cancel the policy.

Of course, you don't have to provide us with any personal information, but if you don't provide the information we need we may not be able to proceed with your application or any claim you make.

Some of the information we collect as part of this application may be provided to us by a third party. This may include information already held about you within the Aviva group, including details from previous quotes and claims, information we obtain from publicly available records, our trusted third parties and from industry databases, including fraud prevention agencies and databases.

### **Automated decision making**

We may carry out automated decision making to decide whether we can provide insurance to you and on what terms, deal with claims or carry out fraud checks. In particular we may use an automated underwriting engine to provide a quote for this product, using the information we have collected.

### **On-line information**

When you visit one of our websites, we may record information about your computer or mobile device, including hardware and software used, general location, when and how you interact with our websites. This information is used to note your interest in our websites, improve customer journeys, determine pricing and/or offer you available discounts.

### **How we share your personal information with others**

We may share your personal information:

- with the Aviva group, our agents and third parties who provide services to us, and other insurers (either directly or via those acting for the insurer such as loss adjusters or investigators) to help us administer our products and services,
- with regulatory bodies and law enforcement bodies, including the police, e.g. if we are required to do so to comply with a relevant legal or regulatory obligation,
- with other organisations including insurers, public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes,
- with reinsurers who provide reinsurance services to Aviva and for each other. Reinsurers will use your data to decide whether to provide reinsurance cover, assess and deal with reinsurance claims and to meet legal obligations. They will keep your data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third party service providers, law enforcement and regulatory bodies.

Some of the organisations we share information with may be located outside of the European Economic Area ("EEA"). We'll always take steps to ensure that any transfer of information outside of Europe is carefully managed to protect your privacy rights. For more information on this please see our Privacy Policy or contact us.

### **How long we keep your personal information for**

We maintain a retention policy to ensure we only keep personal information for as long as we reasonably need it for the purposes explained in this notice. We need to keep information for the period necessary to administer your insurance and deal with claims and queries on your policy. We may also need to keep information after our relationship with you has ended, for example to ensure we have an accurate record in the event of any complaints or challenges, carry out relevant fraud checks, or where we are required to do so for legal, regulatory or tax purposes.

### **Your rights**

You have various rights in relation to your personal information, including the right to request access to your personal information, correct any mistakes on our records, erase or restrict records where they are no longer required, object to use of personal information based on legitimate business interests, ask not to be subject to automated decision making if the decision produces legal or other significant effects on you, and data portability. For more details in relation to your rights, including how to exercise them, please see our full privacy policy or contact us - refer to the "Contacting us" details below.

### **Contacting us**

If you have any questions about how we use personal information, or if you want to exercise your rights stated above, please contact our Data Protection team by either emailing them at [dataprt@aviva.com](mailto:dataprt@aviva.com) or writing to the Data Protection Officer, Level 4, Pitheavlis, Perth PH2 0NH.

If you have a complaint or concern about how we use your personal information, please contact us in the first instance and we will attempt to resolve the issue as soon as possible. You also have the right to lodge a complaint with the Information Commissioners Office at any time.

## **Our Regulatory Status**

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We are registered as Aviva Insurance Limited. (Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH) and our firm's reference number is 202153. You may check this information and obtain further information about how the Financial Conduct Authority protects you by visiting their website [www.fca.org.uk](http://www.fca.org.uk) or by contacting them on 0800 111 6768.

## **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 please contact Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS, quoting your policy number or telephone 0800 158 2236.

## **Telephone call charges and recording**

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

## This is an important document and you must read it in full

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### Policy Details

**Policy number**

17/61722101ALI

**Effective Date** means the date of the PinPoint Mining Report undertaken by PinPoint and attached to this Policy.

The following information has been provided to us by or on behalf of the owner/occupier of the Property or some other person with recent, first-hand knowledge of the Property, immediately before the Effective Date of the policy.

We have relied on this information in deciding whether, and on what terms, to offer cover, and it forms part of your policy. Please read any assumptions carefully.

If you are aware of any error or inaccuracy in this information you should tell us immediately. If you do not tell us about any relevant facts:

- we may cancel your policy and refuse to pay any claim, or
- we may not pay any claim in full, or
- we may revise the premium and/or change any excess, or
- the extent of the cover may be affected.

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### PinPoint Mining Report Indemnity

- The Property is a single private dwelling or single commercial premises and will continue to be used as such.