OneSearch



OneSearch Express (Commercial)

Sample Solicitors Ltd 123 Sample Street Anytown **AB12 3CD** Sampleshire

Covered Propertyy

Address:

Policy Holder's

Address 456 Sample Lane Sampletown

AB12 3CD

Your Ref: 25/09/2019 **Report No:** D01234567

Client Ref:

Insured Persons Mr A Sample

Lender Sample Lenders Ltd

Your policy has now been instructed.

Please find enclosed your data report and policy document, which you should read to ensure that you fully understand the terms and conditions within.

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 Stewart Title Limited, 11 Haymarket, London SW1Y 4BP, quoting your policy number.









OneSearch Express



Data Report

Important Note

This report provides supplementary data to complement your policy, and contains real-time Local Enquiries information captured by our in-house data team.

About This Report

Express Data Report

456 Sample Lane Sampletown Peterborough **AB12 3CD**

Peterborough City Council 0540 Local Authority Code:

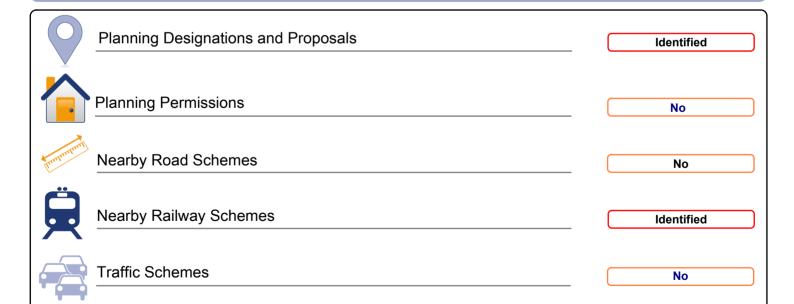
Policy Number 00/00000000XXX

X000/001

ASearcher

X12345678

25/09/2019



If you require any further information, or if you would like to order any additional recommended searches or insurances, please do not hesitate to contact our Customer Service Team on:

0800 052 0117



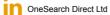
cs@onesearchdirect.co.uk



6th Floor, Skypark 1, 8 Elliot Place, Glasgow, G3 8EP









www.onesearch.direct

Planning Designations and Proposals

What designations of land use for the property or the area, and what

specific proposals for the property, are contained in any		See details below
proposed development plan?		
Peterborough City Council Local Development Framework		
Village Envelope	Adopted	05/12/2012
Site Allocated Primarily for Residential Deve	elopment Adopted	05/12/2012
Peterborough Local Plan Adopted	Adopted	20/07/2005
Local Plan Policy B	Borough Boundary	

Informative

This reply reflects the Policies or Proposals in any existing adopted Development Plan and in any formally proposed Alteration or Replacement Plan, but does not include Policies contained in Planning Guidance Notes or Supplementary Planning documents. Further enquiries should be made to the Local Authority (refer to Service Contact Details Sheet).

Planning Decisions and Pending Applications

Which of the following relating to the property have been granted, issued or refused or (where applicable) are the subject of pending applications:-

(a) Planning Permissions			No
	Date	Application	Туре
		Planning	
(b) Listed Building Consents			None
(c) Conservation Area Consents			None
(d) Certificate of Lawfulness of Existing Use or Development			None
(e) Certificate of Lawfulness of Proposed Use or Development			None
(f) A Certificate of Lawfulness of Proposed Works for Listed Bu	ıildings		None
(g) A Heritage Partnership Agreement			None
(h) A Listed Building Consent Order			None
(i) a local listed building consent order			None

Informative

The Local Authority's computerised records of planning documents do not extend back before 01/01/1999 and replies will only cover the period since that date. If earlier history is required, please contact the Planning Department (refer to Service Contact Details Sheet).

Is the property included in land required for public purposes?

No

Land to be Acquired for Road Works

Is the property included in land to be acquired for road works?

No

Nearby Road Schemes

Is the property (or will it be) within 200 metres of any of the following?

No

- (a) The centre line of a new trunk road or special road specified in any order, draft order or scheme;
- (b) The centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway;
- (c) The outer limits of construction works for a proposed alteration or improvement to an existing road, involving
 - i) Construction of a roundabout (other than a mini-roundabout); or
 - ii) Widening by construction of one or more additional traffic lanes;
- (d) The outer limits of
 - i) Construction of a new road to be built by a local authority
 - ii) An approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; or
 - iii) Construction of a roundabout (other than a mini-roundabout) or widening by construction of one or more additional traffic lanes
- (e) The centre line of the proposed route of a new road under proposals published for public consultation; or
- (f) The outer limits of-
 - Construction of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway;
 - ii) Construction of a roundabout (other than a mini-roundabout); or
 - iii) Widening by construction of one or more additional traffic lanes, under proposals published for public consultation?

Informative

A mini roundabout is a roundabout having a one way circulatory carriageway around a flush or slightly raised circular marking less than 4 metres in diameter and with or without flared approaches.

Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?

No

Informative

Please refer to Service Contact Details Sheet for contact details relating to relevant rail schemes.

Are there any proposals for a railway, tramway, light railway or monorail within the Local Authority's boundary?

Yes

Scheme Type	Proposal
Land Safequarded for Rail Link	Land Safequarded for Rail Link
	·
Land Safeguarded For Rail Link - Between Nene Valley	Land Safeguarded For Rail Link - Between Nene Valley
,	,
Railway and Peterborough Station	Railway and Peterborough Station

Informative

Please refer to Service Contact Details Sheet for contact details relating to relevant rail schemes.

Traffic Schemes

Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths which are named in Boxes B and C and are within 200 metres of the boundaries of the property:

No

- (a) Permanent stopping up or diversion;
- (b) Waiting or loading restrictions
- (c) One way driving
- (d) Prohibition of driving
- (e) Pedestrianisation
- (f) Vehicle width or weight restrictions
- (g) Traffic calming works including road humps
- (h) Residents parking controls
- (i) Minor road widening or improvement
- (j) Pedestrian crossings
- (k) Cycle tracks; or
- (I) Bridge building?

Informative

In some circumstances, road closures can be obtained by third parties from magistrate's courts, or can be made by the Secretary of State for Transport without involving the local authority.

Informative

This enquiry is designed to reveal matters that are yet to be implemented and could not therefore be ascertained by a visual inspection. Schemes that have been, or are currently being implemented will not be referred to in answer to this enquiry.

Outstanding Notices

Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this schedule:-

No

- (a) Building Works;
- (b) Environment:
- (c) Health and Safety;
- (d) Housing:
- (e) Highways; or
- (f) Public health?
- (g) Flood and coastal erosion risk management

Contravention of Building Regulations

Has a local authority authorised in relation to the property any proceedings for the contravention of any provisions contained in building regulations

No

Notices, Orders, Directions and Proceedings under Planning Acts

Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:-(a) Enforcement Notice No (b) Stop Notice No (c) Listed Building Enforcement Notice No (d) Breach of Condition Notice No (e) Planning Contravention Notice No (f) Other Notice Relating to Breach of Planning Control No No (g) Listed Buildings Repair Notice (h) In the case of a listed building deliberately allowed to fall into disrepair, No a compulsory purchase order with a direction for minimum compensation (i) A Building Preservation Notice No (j) A Direction Restricting Permitted Development No No (k) An Order Revoking or Modifying Permission (I) An Order Requiring Discontinuance of Use or Alteration or No Removal of Buildings or Works (m) Tree Preservation Order No (n) Proceedings to Enforce a Planning Agreement or Planning Contribution No

Community Infrastructure Levy (CIL)

Is there a CIL charging schedule?

Yes

Conservation Areas

Do the following apply in relation to the property:-

No

- (a) The making of the area a Conservation Area before 31st August 1974; or
- (b) An unimplemented resolution to designate the area a Conservation Area?

No

Radon Gas

Do records indicate that the property is in a "Radon Affected Area" as identified by Public Health England or Public Health Wales?

Yes

Yes. If you have obtained an environmental report we would refer you to the relevant section which will provide you with the percentage of homes in your immediate area which are above the action level. If you have not obtained an environmental report please contact us and we will provide you with a radon risk report.

Informative

"Radon Affected Area" means a part of the country with a 1% probability or more of present or future homes being above the Action Level. Such areas are designated by the Health Protection Agency which also advises Government on the numerical value of the "Radon Action Level" (the recommended maximum radon concentration for present homes expressed as an annual average concentration in the home. Radon concentrations above the Action Level should be reduced below it and become as low as reasonably practicable).

The areas are identified from radiological evidence and are periodically reviewed by the Health Protection Agency or its predecessor the National Radiation Protection Board. Existing homes in Affected Areas should have radon measurements. The present owner should say whether the radon concentration has been measured in the property; whether the result was at or above the Action Level and if so whether remedial measures were installed and whether the radon concentration was re-tested to assess the effectiveness of the remedy.

Radon preventative measures are required for new buildings in higher risk areas. For new properties the builder and/or the owners of properties built after 1988 should say whether protective measures were incorporated in the construction of the property.

Further information on radon, including an indicative version of the Radon Affected Areas map, the associated health risks and common questions and answers is available on the Health Protection Agency

(HPA) web site (http://www.hpa.org.uk/radiation/radon/index.htm). Alternatively information can be requested from HPA by telephone (0800 614529 [24hr] or 01235 822622 [D/T]) or by writing to Radon Studies, Health Protection Agency, Radiation Protection Division, Chilton, Didcot, Oxon, OX11 0RQ.

Assets of Community Value

Has the property been nominated as an asset of community value? If so:-	No
(i) Is it listed as an asset of community value?	No
<u> </u>	
(ii) Was it excluded and placed on the "nominated but not listed" list?	No
(iii) Has the listing expired?	No
(iv) Is the Local Authority reviewing or proposing to renew the listing?	No
(v) Are there any subsisting appeals against the listing?	No
(b) If the property is listed: (i) Has the Local Authority decided to apply to the Land Registry for an entry or cancellation of a restriction in respect of listed land affecting	No
entry or cancellation of a restriction in respect of listed land affecting the property?	
(ii) Has the Local Authority received a notice of disposal?	No
(iii) Has any community interest group requested to be treated as a bidder?	No

Service Contact Details

Peterborough City Council

Town Hall Bridge Street Peterborough PE1 1PJ



01733 747474



Public Health England

17 Castris 30-40 Warwick Road Kenilworth CV8 1HE



020 7654 8000



enquiries@phe.gov.uk

Crossrail

8 Cavell Mews Flitwick Bedford MK45 1GT



0345 602 3813



Melpdesk@crossrail.co.uk

HS₂

28 Larch Road Dartford DA1 2LF



020 7944 4908



MS2enquiries@hs2.org.uk

The Search Company

- This data report was prepared and carried out by OneSearch Direct Limited, (Company number SC230285), 6th Floor, Skypark SP1, 8 Elliot Place, Glasgow G3 8EP (referred to in these Notes as "OneSearch").
- 2. ONESEARCH Direct Limited is a limited company registed in Scotland.
- 3. OneSearch maintain contractual relationships with various persons involved in the conveyancing process in the UK. OneSearch will disclose on the data report any personal or business relationship which it has with any person involved in the sale of the property who is identified at the point of ordering the report. OneSearch cannot accept any liability for failing to disclose a relationship where the involvement of a person in the transaction was not made known to it at the time of ordering the report.

Terms for Preparation of Report

- 4. This data report does not consider whether all necessary consents have been obtained. Purchasing agents are advised to obtain the necessary documentation from the vendors.
- 5. The information in this data report has been prepared following a search of (a) publicly available property related information held by the relevant local authority; and (b) property related information derived from the relevant local authority held by OneSearch. The name and address of the relevant local authority is **Peterborough City Council at Town Hall, Bridge Street, Peterborough, Cambridgeshire, PE1 1PJ.** The address of OneSearch is set out in paragraph 1 above in this Notes section. Copies of relevant documents held by the relevant local authority can be obtained by contacting the relevant local authority at the said address. Fees and contact information for obtaining copies of such documents are available on request by contacting OneSearch on 0800 052 0117 or by e-mailing cs@onesearchdirect.co.uk The searches from which this data report was prepared were completed on the date this report was issued (the said date of issue being the date stated on page 1 of the report.)

Scope of Area Searched

- 6. Local Plan policies, proposals and recommendations: only those which apply directly to the property of the report are disclosed.
- 7. Planning applications on the property only have been searched. The minimum search period is 10 years.

Legal Issues

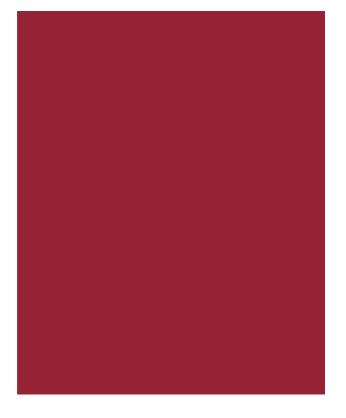
The Data Report has been prepared with reasonable care and skill by staff trained and employed by OneSearch.

Queries

9. Any queries or complaints regarding the content of the data report; the manner in which the report was prepared or completed; or the service provided by staff of OneSearch should be submitted in the first instance to the Customer Services Department by telephone on 0800 052 0117 or by emailing cs@onesearchdirect.co.uk. Claims may also be made under the relevant insurance. (See also under Liability and Insurance below.)

Liability and Insurance

- 10. This report is protected by Professional Indemnity Insurance arranged by Travelers Insurance Co Ltd, the limit of which is £10,000,000. This indemnity also provides cover for errors and omissions in local authority data/records which are used to compile our reports. The report further benefits from 6 years run-off cover.
- 11. If the insurance company goes out of business, compensation may be available from the Financial Services Compensation Scheme (FSCS). The Financial Ombudsman Service may also provide help in resolving disputes involving insurance companies.



NO SEARCH INDEMNITY (BLOCK)

ISSUED BY STEWART TITLE LIMITED

stewart title



NO SEARCH AND CHANCEL REPAIR INDEMNITY (BLOCK) INSURANCE PRODUCT INFORMATION DOCUMENT

Company: Stewart Title Limited

Stewart Title Limited is a title insurance company authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered in England and Wales No 2770166. Registered office address: 11 Haymarket, London SW1Y 4BP

Complete pre-contractual and contractual information on this policy is provided in other documents

WHAT IS THIS TYPE OF INSURANCE?

No Search and Chancel Repair Indemnity (Block)



WHAT IS INSURED?

- ✓ The defect as described in the Defects section of the Policy Schedule and which arises from your use and ownership of the property as described in the Policy Schedule.
- ✓ In the event the property is affected by an adverse entry that would have been revealed on the Policy Date if a local search had been obtained on the Policy Date or in the event that a church demands payment towards the cost of repair to a church chancel ("Claim") then we will, subject to your compliance with the terms and conditions of this policy, pay under this policy for those losses and costs which are set out in the Cover section of the Policy Schedule.



WHAT IS NOT INSURED?

- Any amount higher than the Limit of Indemnity under the Policy Schedule.
- All matters set out under the Exclusions section of the Policy Schedule.
- Any claim made either by you and/or a third party against you which is not set out in the Cover section of the Policy Schedule.



ARE THERE ANY RESTRICTIONS ON COVER?

- In deciding to accept this policy in exchange for the premium and in setting the terms and premium, we have relied on the information given by you (or anyone acting on your behalf). You must ensure that, when answering any questions asked by us, any information provided is accurate and complete.
- ! If you deliberately or recklessly provide us with false or misleading information, we may treat this policy as if it never existed and decline all claims. If you provide us with false or misleading information carelessly, we may:
 - treat this Policy as if it had never existed, and refuse to pay all claims and return the premium paid. However, we may only do so if we would not otherwise have provided you with insurance cover at all;
 - amend the terms of this policy, and apply the amended terms as if they were already in place, if a Claim has been adversely affected by your carelessness;
 - o reduce the amount we will pay on a Claim in the proportion the premium you paid bears to the premium we would have charged for this policy; or
 - o take a similar proportionate action.
- ! We, or anyone acting on our behalf, will write to you if we intend to treat this policy as if it had never existed, or amend the terms of this policy.
- ! If you become aware that the information given to us is inaccurate, you must inform us as soon as practicable.





WHERE AM I COVERED?

This policy covers you for the UK property specified in the Policy Schedule.



WHAT ARE MY OBLIGATIONS?

- You, or anyone acting on your behalf, must not:
 - disclose the existence of this policy to any third party other than prospective purchasers, lenders, lessees and their legal advisers without our prior written consent
 - o take or fail to take action which results in a Claim as this may prejudice your position and void this policy
 - take any steps to settle a Claim without our prior written consent.
- On becoming aware of any potential or actual Claim, you will:
 - provide written notice and details to us at our registered office address immediately of all known facts including all communications, correspondence and all court documents.
 - o not admit any liability whatsoever or take steps to compromise or settle the Claim, without our written consent.
 - provide all information and assistance that we and/or any party professional or otherwise acting on our behalf requires at your own expense doing everything reasonably practicable with our prior written consent to minimise any loss.
- You will not make any
 - o admission, promise of payment or indemnity
 - o application to a court, Upper Tribunal (Land Chamber) or the Land Registry without our written consent



WHEN AND HOW DO I PAY?

You do not make any payments to us directly. Your professional advisors who arranged and recommended the cover to you will tell you how and when to pay.



WHEN DOES THE COVER START AND END?

Your cover will begin on the Policy Date which is set out in the Policy Schedule. The dates of cover are specified on the Policy Schedule.



HOW DO I CANCEL THE CONTRACT?

This policy can be cancelled by contacting us within 14 days of the Policy Date, provided all interested parties (such as lenders holding a mortgage or charge on the Property) consent to cancellation. If you wish to cancel this policy, please write (quoting your policy number) to 'The Underwriting Manager' at our registered address or email to STLEnquiry@stewart.com.

We may at our discretion charge you for the time that you have been on cover including Insurance Premium Tax.

Any refund of premium will be made to the party who paid the premium.

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BASIS OF COVER

The Insured has paid or agreed to pay the Premium for this indemnity cover.

The Insured agrees to comply with the terms and conditions of the policy. Failure by the Insured to comply can lead to invalidation of the policy in whole or in part or reduce the amount of any Claim subsequently made.

Signed for and on behalf of Stewart Title Limited

in The Line

Steven Lessack CEO, Stewart Title Limited

Authorised Signatory



POLICY SCHEDULE

POLICY NUMBER PROPERTY

219631 Each property which is noted on the bordereau

POLICY DATE LIMIT OF INDEMNITY

As referred to on the bordereau per Property See Additional Policy Clause(s) section below

POLICY TERM PREMIUM

In Perpetuity from the Policy Date

See Additional Policy Clause(s) section below

THE INSURED

The party purchasing the Property at the Policy Date, their lessees and any bank, building society or other similar lending institution holding a mortgage or charge on the Property

THE INSURER

STEWART TITLE LIMITED - (Company Reg 2770166), 11 Haymarket, London SW1Y 4BP

THE DEFECT

Up to date searches namely:

- i. a search of the local land charges register of the relevant local authority under Form LLC1 and/or
- ii. an enquiry of the local authority under Form CON29 part (O) and/or part (R) and/or
- iii. an enquiry of the water and/or sewerage undertaker for the area in which the Property is situated, under Form CON29(DW) and/or
- iv. a Cheshire Salt Search or other mining/minerals report suitable to the area where the Property is located have not been requested on or before the Policy Date ("Searches"). The Property may be subject to matter(s) that materially affect the market value of the Property which would have been revealed in the results of the Searches had they been requested on or before the Policy Date ("Adverse Entry")

INSURED USE

Continued use of the Property as commercial or mixed commercial premises as in existence at the Policy Date

EXCLUSION(S)

Any Claim arising from or relating to:

- i. any Adverse Entry revealed in any searches made available to the Insured or anyone acting on the Insured's behalf prior to the Policy Date
- ii. consequential loss
- iii. environmental or contamination matters (including but not limited to the Environmental Protection Act 1990)
- iv. subsidence

Any Claim arising from any information directly or indirectly supplied to the Insured and/ or relied upon by the Insured in any Data Search provided by Onesearch simultaneously with the coverage commencing under this policy

ADDITIONAL POLICY CLAUSE(S)

WARRANTY

It is warranted by the Insured that as at the Policy Date neither the Insured nor their legal representative has actual knowledge of any matter which may give rise to a Claim.

ASSUMPTIONS

The current use will continue

The Property is no more than 0.5 hectares in size and is an established building

The Insured and/or those acting on behalf of the Insured are not aware of anything relating to the Property (including any information provided by third parties involved in the purchase of the Property), that may give rise to an adverse entry appearing in a search

There have been no chancel repair demands received or made and no enquiries exchanged with the church authorities relating to the chancel repair liability

The Title to the Property contains no reference to a chancel repair liability and the current owner is not aware of a chancel repair liability applying



Cover is required in the absence of an application for official or personal searches of the Local Authority Land Charges, Water Service Company and/or the Coal Authority registers in accordance with Forms LLC1, CON 29 (O) and (R), CON29DW and CON29(M) and a chancel "screening" search or full search of the Record of Ascertainments

You are not aware of anything relating to the Property (including any information provided by third parties involved in the purchase of the Property), that may give rise to an adverse entry appearing in a search

Enquiries before contract will be completed before exchange of contracts and/or completion

ADDITIONAL COVER - CHANCEL REPAIR

The Property may be subject to a potential liability to contribute towards the cost of repair to a church chancel

In the event of a Parochial Church Council or the Representative Body of the Church of Wales claiming to be entitled to and demanding payment towards the cost of repair to a church chancel directly arising from the Defect ("Claim") the Insurer will indemnify the Insured against:

- a. Any payment (including costs and expenses) awarded against the Insured in any proceedings brought against the Insured or agreed in any voluntary settlement or compromise of a Claim with the prior written consent of the Insurer
- b. All other costs and expenses incurred by the Insured with the prior written consent of the Insurer including the costs of the Insurer in defending or settling the Claim on the Insured's behalf

This cover excludes:

- Loss or damage to the chancel arising directly or indirectly from any act of war or terrorism or where any loss or damage is recoverable under a material damage buildings insurance policy held by the relevant Parochial Church Council or the Representative Body of the Church of Wales
- i. Any Claim arising where the Property is known on the Policy Date to be subject to a definite liability to contribute towards the cost of repair to a church chancel

LIMIT OF INDEMNITY (Up to £ per Property) £2,000.000.00 PREMIUM (£ inclusive of I.P.T) £75.00



This policy document and the bordereau form the basis of the Insured's policy, and the contract between the Insured and the Insurer. Please read the documents and keep them safe.

COVER

In the event there is an Adverse Entry affecting the Property on the Policy Date directly arising from the Searches not having been requested on the Policy Date which materially affects the market value of the Property as detailed in the Defect ("Claim") the Insurer will indemnify the Insured against:

- a. The cost of remedying the Adverse Entry (including but not limited to the provision of a further indemnity policy to cover the specific risk(s) revealed by the Adverse Entry) and/or any sums paid pursuant to any voluntary settlement or compromise of a Claim with the prior written consent of the Insurer or any final order, decision, judgment or permanent injunction awarded against the Insured to free the Property from the Claim
- b. Reduction in the market value of the Property used in accordance with the Insured Use the market value being the average of the estimates of two independent Valuers of the market value of the Property as defined from time to time in the guidelines issued by the Royal Institution of Chartered Surveyors at the date of a final order, decision, judgment or permanent injunction awarded against the Insured, or where the Insurer otherwise accepts liability, and being the difference between the market value of the Property as at the Policy Date on the assumption the Adverse Entry is unenforceable and the market value of the Property as at the Policy Date to the extent the Adverse Entry is held to be enforceable
- c. Any shortfall in the amount required to discharge the outstanding debt under the mortgage or charge where the Insured is a mortgagee and exercises its rights under the mortgage or charge, or where the Insurer otherwise accepts liability.
- d. Any damages or compensation (including costs and expenses) awarded against the Insured in any proceedings brought against the Insured or agreed in any voluntary settlement or compromise of a Claim with the prior written consent of the Insurer
- e. All other costs and expenses incurred by the Insured with the prior written consent of the Insurer including the costs of the Insurer in defending or settling the Claim on the Insured's behalf

GENERAL PROVISIONS

- Any act or omission by the Insured, or anyone acting on the Insured's behalf, which in whole or in part induces a Claim under the policy may prejudice the Insured's position and could invalidate the policy in whole or in part or reduce the amount of any Claim.
- b. The Insurers liability under this policy will not exceed the Limit of Indemnity (as increased by the Inflation Provision if applicable).
- c. This policy shall be governed by and construed in accordance with the law of England and Wales and is subject to the jurisdiction of the courts of England and Wales.
- d. The policy and any endorsement issued in respect of it are one contract and shall be read together.
- e. The insured will not be entitled to abandon the Property to the Insurer.
- f. Your information may be used for the purposes of insurance administration by the Insurer, its associated companies, by reinsurers and your intermediary. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the Insurer's compliance with any regulatory rules/codes.
- g. Your information may also be used for offering renewal, 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.
- h. If you give us information about another person, in doing so you confirm that they have given you permission to provide it to 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.
- i. 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.

NON INVALIDATION

The interest in this policy of any Insured will not be invalidated by a breach of the policy terms or conditions by any other party, unless

- a. Such party acted on the Insured's behalf or with the Insured's knowledge and consent
- b. Where the Insured is a successor in title, they had knowledge of a breach of the policy terms or conditions or of previous non-disclosure or misrepresentation to the Insurer.

IMPORTANT CONDITIONS

In respect of each Property:-

- In deciding to accept this policy in exchange for the Premium and in setting the terms and premium, the Insurer has relied on the assumptions made being correct and any information given by the Insured (or anyone acting on the Insured's behalf).
 The Insured must ensure that, when answering any questions asked by the Insurer, any information provided is accurate and complete and the Insurer is informed of any assumptions which cannot be met.
- b. If the Insured deliberately or recklessly provides the Insurer with false or misleading information, the Insurer may treat this policy as if it never existed and decline all claims.
- c. If the Insured provides the Insurer with false or misleading information carelessly, the Insurer may:



- a. treat this policy as if it had never existed, and refuse to pay all claims and return the premium paid. However, the Insurer may only do so if it would not otherwise have provided the Insured with insurance cover at all;
- b. amend the terms of this insurance, and apply the amended terms as if they were already in place, if a claim has been adversely affected by the Insured's carelessness;
- c. reduce the amount the Insurer will pay on a claim in the proportion the premium the Insured has paid bears to the premium the Insurer would have charged for the policy; or
- d. take a similar proportionate action.
 - The Insurer, or anyone acting on the Insurer's behalf, will write to the Insured if the Insurer intends to treat this policy as if it had never existed, or amend the terms of the policy.
- d. If the Insured becomes aware that the information given to the Insurer is inaccurate, the Insured must inform the Insurer as soon as practicable.
- e. The Insured (or anyone acting on the Insured's behalf) shall not at any time disclose the existence of this policy to any third party other than their lenders, lessees and respective legal advisers without the Insurers written consent
- f. The Insured shall not discuss the Defect with any party without the Insurer's written consent, who, it is reasonable to believe can as a result of the discussion make a Claim.
- g. A bordereau is provided to the Insurer by the Policyholder in Excel format setting out the address of the Property, the Limit of Indemnity (being the purchase price of the Property) and the Policy Date (being the date of exchange of contracts for the purchase of the Property by the Insured) and that the bordereau is sent to the Insurer at the Insurer's Address within 14 days of the month end following the Policy Date and payment for all properties listed on the bordereau paid either by cheque payable to Stewart Title Limited or by BACS to HSBC Bank Plc, 60 Queen Victoria Street, London EC4N 4TR Account Name: Stewart Title Premium Collection Account, Sort Code 40-05-30, Account Number: 94573269 Reference: 219631

In respect of Conditions e, f and g above where the Insured fails to comply with these conditions the Insurer's liability under this policy may be limited to the extent the Insurer is compromised by any breach of these conditions

COMPLAINTS PROCEDURE

Any complaint should be raised in the first instance with our General Counsel by

- Writing to the General Counsel at the Insurer's Address
- Telephoning 0207 010 7820

Details of our complaints handling procedure are available by contacting our General Counsel.

If we are unable to resolve your complaint to your satisfaction, you may have the right to refer your complaint to the Financial Ombudsman Service at Exchange Tower, London E14 9SR. The Financial Ombudsman Service website is http://www.financial-ombudsman.org.uk/.

The existence, and your use of, this complaints process is without prejudice to your other rights under this policy and your rights in law

RIGHT TO CANCEL POLICY

This Policy can be cancelled by contacting us within 14 days of the policy date, provided all interested parties (such as lenders holding a mortgage or charge on the Property) consent to cancellation. If you wish to cancel this policy, please write (quoting your policy number) to 'The Underwriting Manager' at the Insurer's Address.

We may at our discretion charge you for the time that you have been on cover including Insurance Premium Tax.

Any refund of premium will be made to the party who paid the premium.

CLAIMS CONDITIONS

On becoming aware of any potential or actual Claim, the Insured will:

- a. provide written notice and details to the Insurer at the Insurer's Address immediately of all known facts including all communications, correspondence and all court documents.
- b. not admit any liability whatsoever or take steps to compromise or settle the Claim, without the written consent of the Insurer.
- c. provide all information and assistance that the Insurer and/or any party professional or otherwise acting on the Insurer's behalf require at the Insurer's own expense doing everything reasonably practicable with the Insurer's prior written consent to minimise any loss.

The Insured will not make any

- a. admission, promise of payment or indemnity
- b. application to a court, Upper Tribunal (Land Chamber) or the Land Registry without the written consent of the Insurer

DEALING WITH THE CLAIM



- a. In dealing with the Claim the Insurer will at its discretion and cost be entitled to (whether or not the Insurer is liable under this policy):-
 - take or defend proceedings in any court or tribunal in the name of the Insured in any proceedings including the right to abandon or submit to judgment
 - ii. exercise, in the name of the Insured, any rights or remedies available to the Insured in any proceedings including the right to abandon or submit to judgment
 - iii. compromise, settle or compound the Claim and deal in such manner as it thinks fit
 - iv. pay at any time to the Insured the amount of the Limit of Indemnity (as increased by the Inflation Provision if applicable) or any lesser amount for which the Claim can be settled and then relinquish control of and have no further involvement with the Claim.
- b. The Insurer shall be under no obligation to pay the proceeds of any Claim paid under this Policy to any party other than the Insured and that the proceeds of any Claim shall be incapable of assignment.
- c. If, at the time of the Claim, there is other insurance (whether incepted by the Insured or any other party) under which the Insured may be entitled to make a Claim, either wholly or partly in respect of the same interest or risk covered by this policy, the Insurer will not be liable to pay or contribute more than their rateable proportion of the Claim.
- d. If the Insured shall make any Claim knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall become void and the Claim shall be forfeited.
- The Insurer will be entitled to all rights and defences it may have in respect of a Claim notified by any Insured against any successor to that Insured.
- f. Where the Insurer and the Insured cannot agree to the amount to be paid under this policy the matter shall be referred to an arbitrator to be appointed by the parties (or in default of agreement, in accordance with the law in force at the time). The making of an award by the arbitrator shall be a condition precedent to any right of action against the Insurer. The Insured will afford to the Insurer every reasonable assistance in this respect.
- g. If the Insurer agrees or is obliged to make any payment to or on behalf of an Insured because of the risk insured by this policy the Insurer will immediately be subrogated to any rights which the Insured may have in relation to that risk.

THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This will depend on the type of business and the circumstances of the Claim.

Further information about the compensation scheme arrangements is available from the FSCS who can be contacted at Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, EC3A 7QU. The FSCS website may be viewed at www.fscs.org.uk.



Privacy Notice

Last Revised: August, 2018

Our Commitment to Protect Your Privacy

Your privacy is important to us. In Europe and the United Kingdom, we abide by the General Data Protection Regulation and the Data Protection Act, respectively. By (i) browsing our websites, (ii) making inquiries about our products and services, or (iii) ordering a product or service from us (including filing a claim under a policy), you consent to your personal information being collected, held, managed and used in accordance with our privacy practices. You are not required to provide your personal information to us; however, in most cases, without it, we may not be able to provide you with our products and services.

We primarily rely upon the following bases for collecting your personal information: legitimate interest, contract performance, legal obligation or by express consent. You can learn more about these bases for collection and how we handle and process personal information in our Privacy Policy, a copy of which is posted on our website at www.stewartsolution.com/Documents/PrivacyPolicy.pdf or can be made available upon request.

Personal information relates to any information about an individual whose identity can, directly or indirectly, be reasonably determined from it. We will never collect any unnecessary personal information from you and we do not process your information other than as specified in our Privacy Policy. In certain instances, we may share your personal information where we are required or permitted to do so by law.

When you visit our websites, use our products or services, or contact us to make general inquiries, the personal information you submit is stored and transferred to our affiliated companies in Canada and the United States. We may also utilise certain products or services hosted in countries outside of the European Economic Area ("EEA"). By submitting your personal information, you are agreeing to this transfer, storage and/or processing to allow us to provide you with our products and services. Such transfers are on the basis of a variety of legal mechanisms and we ensure (i) the necessary level of protections are in place for your personal information, (ii) strict agreements and measures set out by our company to protect your data are being complied with and (iii) relevant data protection laws are being complied with. Regulatory authorities and enforcement agencies in these other countries may access your personal information in accordance with their laws.

You have several rights regarding the personal information we collect: the right of access, the right to rectification, the right to erasure, the right to restricted processing, and the right to portability. A request to exercise any of these rights must be made in writing and to verify your identity, we will require appropriate identification (for example, a certified copy of your passport) before we will act on any request. Please make your written request to:

By email: Europe: PrivacyEU@stewart.com

UK: PrivacyUK@stewart.com

By post: Stewart Title Limited

Privacy Office - Europe & United Kingdom

11 Haymarket London SW1Y 4BP

If you have any questions or concerns about your privacy and our privacy practices, it is our hope that you will contact us first to address these issues; however, if you feel we have not adequately dealt with your concerns, you may also contact your local data protection authority.

Version: 1.1 (August 2018)