



# CON29M

## Official Coal Mining Search

CON29M | Mine Entry Interpretive Report | Inclusive Insurance

### ▶ Report Details

**Address:**

Sample, Sample

**Requested by:**

Sample

**Grid Reference:**

E: 123456 | N: 123456

**Date:**

16/12/2021

**Report Reference:**

Sample

**Report ID:**

228626

### ▶ Subject Site



### ▶ Professional Opinion

**1.01 Past Underground Coal Mining****PASS**

▶ No further recommendations

**1.09 Coal Mining Subsidence****PASS**

▶ No further recommendations

**1.02 Present Underground Coal Mining****PASS**

▶ No further recommendations

**1.10 Mine Gas Emissions****PASS**

▶ No further recommendations

**1.03 Future Underground Coal Mining****PASS**

▶ No further recommendations

**1.11 Hazard Incidents****PASS**

▶ No further recommendations

**1.04 Mine Entries - Shafts & Adits****PASS****▶ Consideration(s):**

MEIR Included  
Non-Coal Policy (Included)

**1.12 Cheshire Brine****PASS****▶ Consideration(s):**

Insurance Included

**1.05 Coal Mining Geology****PASS**

▶ No further recommendations

**1.06 Past Opencast Coal Mining****PASS**

▶ No further recommendations

**1.07 Present Opencast Coal Mining****PASS**

▶ No further recommendations

**1.08 Future Opencast Coal Mining****PASS**

▶ No further recommendations

**User Guidance**

This page should always be read in conjunction with the full report sections. This Professional Opinion indicates the potential risks and any other potential issues associated with the property. The results should be disclosed to the client and/or lender and/or insurer as appropriate.

Pass

No potential property specific risk or hazard identified.

Pass with Considerations

Potential hazard nearby which some clients might consider could affect them.

Further Action

Potential property specific risk and further action advised.

 Maps

Shown where relevant features are identified.

**Assessed by:**

www.futureclimateinfo.com/team



### 1. CON29M

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The Law Society

In the event of damage resulting from subsidence or settlement associated with coal mining, property owners can normally make a claim against the mine owner or responsible person (usually The Coal Authority). Further details are provided in the Notes & Guidance.

#### 1.01 Past Underground Coal Mining

PASS

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

The property is not within the zone of likely physical influence on the surface of recorded underground coal workings.

The property is not within an area where unrecorded shallow underground coal workings are suspected to be present.

#### 1.02 Present Underground Coal Mining

PASS

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

No.

#### 1.03 Future Underground Coal Mining

PASS

*(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?*

No.

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

No.

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

No.

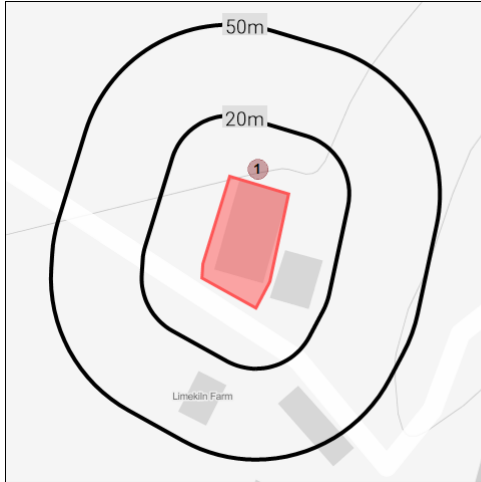
*(d): Has any notice of proposals relating to underground coal mining operations been given under section 46 of the Coal Mining Subsidence Act 1991?*

No.

### 1.04 Mine Entries - Shafts & Adits

### PASS (WITH CONSIDERATIONS)

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



☉ 20m 50m scales

■ Shaft  
■ Adit

Yes.

Records indicate that there are mine entry(ies) to underground mine workings within the property or within 20 metres of the boundary of the property. The plan adjacent indicates the approximate position(s).

The locations of any mine entries shown on the Mine Entries Map are 'most probable' locations. Given variations in age, quality, and accuracy of the source records these locations should be regarded as approximate.

ID	Distance	Details	Dimensions	Treatment
1	5 m	Type: Shaft Mineral: Limestone Reference: 385359-002 Name: Air Shaft Owner: Unknown	Assumed diameter (m): n/a Confirmed diameter (m): 1.5 Depth (m): 10 Departure (m): 0 Source: Ordnance Survey maps	Was the entry treated?: No Details: n/a Date: n/a

#### MINE ENTRY INTERPRETIVE REPORT (MEIR)

A Mine Entry Interpretive Report (MEIR) has been provided within this report to offer additional information and expert opinion on the mine entry/ies which have been identified above. Based on their interpretation of the entries, the FCI Risk team offer the following commentary and next steps.

#### Commentary:

There is one recorded mine entry within the standard reporting distance of 20 metres from the property. However, based on the Coal Authority's mine entry details and the likely surface deposits, the Zone of Influence (ZOI) for the mine entry should not encroach on the property boundary.

In view of the foregoing it is unlikely that the mine entry poses a ground stability risk to the property.

Please be aware that there are non-coal mine entries identified in this report which may not benefit from the support of the Coal Mining Subsidence Act 1991 (CMSA) in the event they caused subsidence damage to the property. FCI's unique Non-Coal Minerals Insurance policy included within this report has been designed to offer the Property purchaser/owner/lender some degree of protection in such an event. Please see the appendix for the policy certificate and terms.

### 1.05 Coal Mining Geology

### PASS

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.

### 1.06 Past Opencast Coal Mining

PASS

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

No.

### 1.07 Present Opencast Coal Mining

PASS

*Is the property within 200 metres of the boundary of a licence area from which coal is being removed by opencast methods?*

No.

### 1.08 Future Opencast Coal Mining

PASS

*(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?*

No.

*(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?*

No.

### 1.09 Coal Mining Subsidence

PASS

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

No.

*(b): In respect of any such notice or claim has the responsible person given notice agreeing that there is a remedial obligation or otherwise accepted that a claim would lie against them (Whether the claim was accepted, rejected, or whether liability is still being determined)?*

Not Applicable.

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

Not Applicable.

*(d): Are there any current 'Stop Notice' concerning the deferment of remedial works or repairs affecting the property?*

No.

*(e): Has any request been made to execute preventive works before coal is worked under section 33 of the Coal Mining Subsidence Act 1991?*

No.

### 1.10 Mine Gas Emissions

PASS

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

No.

### 1.11 Hazard Incidents

PASS

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

No.

### 1.12 Cheshire Brine

PASS (WITH CONSIDERATIONS)

According to the map published by Cheshire Brine Subsidence Compensation Board the property is within the Cheshire Brine Compensation District.

#### Commentary:

If a property has been damaged by brine subsidence and has been repaired and/or needs repair this should be highlighted by a building survey and appropriate action recommended.

Should the property be damaged by brine subsidence the compensation provisions of the Cheshire Brine Pumping (Compensation for Subsidence) Acts 1952 and 1964 should be available to the property.

However, if a previous owner of the property received a compensation payment but failed to complete the necessary repairs, the Cheshire Brine Compensation Board may consider future claims to have been 'commuted' and refuse to make further payment.

#### Next Steps:

The conveyancer/solicitor should make the purchaser aware of the Cheshire Brine Search Insurance included in this report which will contribute up to £50,000 towards the cost of repairs and any attributable loss of value following a brine subsidence claim made to the Cheshire Brine Compensation Board where future claims have been 'commuted'. Please see the terms and conditions in the attached Cheshire Brine Search Insurance Certificate.

For any specific brine subsidence related queries the Cheshire Brine Subsidence Compensation Board can be contacted on 01782 276859, [info@cheshirebrine.com](mailto:info@cheshirebrine.com).

### 1.13 Development Considerations

NOTE

The property is located within a Development High Risk Area which may include coal mining related features at shallow depth which can impact on new development.

If any development is intended at the property that would disturb the ground (an extension for example) it would be prudent for the property owner/developer to seek appropriate technical advice from a surveyor or structural engineer.

Within such an area the planning authority will require a Coal Mining Risk Assessment in support of any planning application for development unless an exemption applies. Further information on Coal Mining Risk Assessments and the exemptions is available at <https://www.gov.uk/guidance/planning-applications-coal-mining-risk-assessments>.



# CON29M

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CON29M | Mine Entry Interpretive Report | Inclusive Insurance

Ownership of coal and mines of coal is normally vested in the Coal Authority and the interference with or removal of any coal found during development would require their permission. If any such features are encountered during development the Coal Authority should be notified immediately by telephoning 0345 762 6848.

SAMPLE

## 2. NOTES & GUIDANCE

### 2.01 Report Notes

### METHODOLOGY

This report is a desk study risk assessment, and no site or ground inspection or physical investigation has been carried out. The impacts of the risks addressed in this report are normally measured in terms of quiet enjoyment, saleability, mortgageability, and the value of the property; the risk assessment in this report is provided by FCI who are regulated by RICS.

### 2.02 CON29M

### ADDITIONAL INFORMATION

This official CON29M report is a property specific interpretation of coal mining activity considering past, current and future underground and surface coal mining in terms of the recorded presence and likely impact of any such workings. For the avoidance of doubt, the CON29M element of this report does not consider non-coal mining risks except where such non-coal mineral features are recorded within the data supplied to FCI by the Coal Authority for the purposes of compiling the CON29M under Law Society guidance.

It should be noted that coal mining features may exist which are unrecorded at the time of this report being published. FCI cannot be held liable for any detrimental effect to the property due to the subsequent discovery of such features or where such previously unrecorded features cause subsidence or damage to the property. However, this report includes Coal Search Insurance with an indemnity limit of £100,000, the certificate and terms for which is appended. This report is also backed by Future Climate Info Limited's £10 million Professional Indemnity Insurance.

The coal mining search enquiries within this report comprise an official CON29M (2018) report produced by Future Climate Info Limited under Licence from the Law Society. This report is prepared in accordance with the Law Society's Guidance Notes 2018, User Guide 2018, and Terms and Conditions 2018 (available at: <https://www.lawsociety.org.uk/topics/property/con29-forms>) and Future Climate Info Limited's own Terms and Conditions.

In the event of damage resulting from subsidence or settlement associated with coal mining, property owners can normally make a claim against the mine owner or responsible person (usually The Coal Authority) under the provisions of the Coal Mining Subsidence Act 1991 (the 1991 Act). In such an event the mine owner or responsible person will take remedial action and arrange for repairs to the property to be carried out to the reasonable satisfaction of the owner. The Coal Authority operate a 24 hour, 7 day a week call out service on 01623 646 333 for reporting surface hazards caused by coal mining.

A guide setting out the property owners' rights and the obligations of the Coal Authority (or other responsible persons under the 1991 Act) can be obtained by telephoning 0345 762 6848 or visiting: <https://www.gov.uk/government/publications/coal-mining-subsidence-damage-notice-form/coal-mining-subsidence-damage-a-guide-to-your-rights>.

It should be noted that the 1991 Act does not cover subsidence damage caused by the extraction of coal where the working and getting of the coal was ancillary to the working of other minerals; or where the coal was worked or gotten by virtue of the grant of a gale in the Forest of Dean or any other part of the Hundred of St. Briavels, which is in the county of Gloucestershire. Although records relating to other minerals are in the Coal Authority data and may be presented in this report, the protection of the 1991 Act may not apply in respect of workings in other minerals unless deemed ancillary to the working of coal or registered with the Coal Commission under the Coal Act 1938.

### 2.03 Standard

### T&Cs, QUERIES & COMPLAINTS

This report is supplied by Future Climate Info Limited subject to Terms and Conditions of Business, available at <https://futureclimateinfo.com/wp-content/uploads/2021/09/FCI-terms-and-conditions-v050821a.pdf>. In the event of product and content queries please contact FCI-Admin@dyedurham.com. Our formal complaints procedure can be found at <http://www.futureclimateinfo.com/complaints>.



### 2.04 Search Code

### CONSUMER INFORMATION

#### IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by Future Climate Info Ltd, Office 119, 26 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4AE, Telephone 01732 755 180, Email: FCI-Admin@dyledurham.com which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

#### The Search Code:

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

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

#### The Code's core principles

#### Firms which subscribe to the Search Code will:

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

#### Complaints

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 compensation of up to £5,000 to you if the Ombudsman finds that you have suffered actual financial loss and/or aggravation, distress or inconvenience as a result of your search provider failing to keep to the Code.

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

#### TPOs Contact Details:

The Property Ombudsman scheme, Milford House, 43-55 Milford Street, Salisbury, Wiltshire SP1 2BP  
Tel: 01722 333306, Fax: 01722 332296, Email: admin@tpos.co.uk, Web: <https://www.tpos.co.uk/>  
You can get more information about the PCCB from [www.propertycodes.org.uk](http://www.propertycodes.org.uk)

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

### 2.05 Report Licensing

### METHODOLOGY

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### 2.06 CON29M Licensing

### METHODOLOGY

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### 3. USEFUL CONTACTS

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

Tel: 0345 762 6848

Emergency Call Out: 01623 646 333

Visit: [www.groundstability.com](http://www.groundstability.com)

Email: [groundstability@coal.gov.uk](mailto:groundstability@coal.gov.uk)

Ordnance Survey | Customer Services Ordnance Survey Adanac Drive Southampton SO16 0AS

Tel: Please contact our helpline on 08456 05 05 05 between 8:30am and 5:30pm, Monday to Friday.

Visit: <https://www.ordnancesurvey.co.uk>

RICS | Royal Institution of Chartered Surveyors

Visit: <https://www.ricsfirms.com/residential/moving-home/surveys/rics-consumer-guide-home-surveys/>


SAMPLE


## FCI CON29M Report Indemnity Certificate of Insurance Schedule

Policy Number: GESI 0034071CV/228626

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<b>Insurer</b>	Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. Great Lakes Insurance SE, UK Branch, is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.
<b>Insured/You/Your</b>	The person who buys the Search Report from the Search Provider and or any of the following: <ol style="list-style-type: none"><li>1. The person who asked for the Search Report in connection with the purchase of the Property (and their mortgagee)</li><li>2. The person who purchased the Property "the Purchaser" (and their mortgagee) from the person who asked for the Search Report for the benefit of the Purchaser as part of a seller's pack including any Purchaser who bought the Property at auction.</li><li>3. The owner of the Property (and their mortgagee) if they are re-mortgaging the Property or the owner of the Property who has chosen to obtain a Search Report.</li><li>4. The estate and beneficiaries, to whom the benefit of the Policy will pass in the event of the Insured's death during the Period of Insurance.</li></ol>
<b>Property</b>	The residential property for which a Search Report is provided by the Search Provider for the benefit of the Insured at the Effective Date
<b>Limit of Indemnity</b>	£100,000.00 in the aggregate in respect of any one Property
<b>Effective Date</b>	Being the date that the Con29M Search Report was ordered and which this Certificate of Insurance is attached hereto.
<b>Period of Insurance</b>	From the Effective Date until the Insured of the Search Report either (a) no longer has an interest in the Property or until the date of a Subsequent Con29M search is obtained by the Insured after the Effective Date, whichever is the sooner.
<b>Insured Use</b>	The continued use of the Property as a single residential house or flat as constructed at the Effective Date (consisting of no more than 100 hectares).

  
R P Partington  
Director

  
Signed by CLS Property Insight Limited on  
behalf and with the authority of the Insurer

## Definitions

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Where a word is defined below or in the Schedule, it will have the same meaning whenever it appears in this Policy

<b>Administrator/We/Us</b>	CLS Property Insight Limited, 17 Kings Hill Avenue, West Malling, Kent, ME19 4UA. CLS Property Insight Limited can be contacted by email at: info@clspropertyinsight.co.uk or by telephone on 01732 753 910.
<b>Adverse Matter</b>	1. Any matter(s) having a detrimental effect on the Fair Market Value of Your Property, that would or should have been disclosed in the Search Report:- <ol style="list-style-type: none"> <li>i. but were not disclosed or answers were inaccurate because the Registers and/or the answers provided by the Appropriate Authority for the purposes of the Search Report were incorrect as at the policy Effective Date; and/or</li> <li>ii. but were inaccurate due to the Policyholder interpreting the data from the Appropriate Authority incorrectly; and/or</li> <li>iii. but were not disclosed as the Appropriate Authority updated their records after the Inception Date.</li> </ol>
<b>Appropriate Authority</b>	The Coal Authority being the statutory authority for maintaining the mining registers forming the subject matter of the Search Report.
<b>Coal Mining Search Form</b>	The CON29M Coal Mining search form and guidance notes copyright of the Law Society. Updated in May 2018 in collaboration with the Coal Authority.
<b>Effective Date</b>	The date the Search Report is provided to the Insured by the Search Provider being the date that cover will commence for each individual Property.
<b>Market Value</b>	The value of the Insured's interest in the title to the Property as determined by a surveyor appointed by agreement between the Insurer and the Insured, but subject to General Condition 11.
<b>Registers</b>	Registers maintained by the Appropriate Authority which are the subject matter of a Search Report.
<b>Search Provider</b>	Future Climate Info (Registered Company Number 08318444)
<b>Search Report</b>	Search Report means the search that this insurance forms part, which is the FCI Con29m which searches the Appropriate Authority's Registers including Coal Mining information ("Information") compiled from: The Coal Authority's records in relation to past, present and future underground and opencast coal-mining activity, shafts and adits (vertical and horizontal entries to mines), coal-mining geology, coal-mining related hazards, coal-mining subsidence and mine gas, as recorded in the Coal Mining Search Form.

## Cover

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Subject to the terms and conditions of this Policy and provided the Property has been declared to the Insurer and the Premium inclusive of Insurance Premium Tax has been paid to the Administrator, the Insurer will indemnify the Insured during the Period of Insurance in respect of Loss.

## Loss

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1. The loss in Market Value of the Property upon You becoming aware of an Adverse Matter following your reliance on a Search Report provided to the Purchaser.
2. All other costs and expenses which have been agreed in advance by the Insurer.

## Exclusions

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The Insurer will not be liable to indemnify the Policyholder and/or the Insured for:

1. Loss which is or would otherwise be recoverable under a buildings insurance policy;
2. Loss arising wholly or partly because of the wilful act or neglect of the Search Provider and/or the Insured;
3. Loss if at the date of a claim the Insured is not the legal or beneficial owner of the Property;
4. Loss in relation to loss of a transaction for the sale or for the purchase of the Property and any costs incurred by the Insured in relation to the loss of such transaction;
5. Loss in respect of structural or other physical damage caused to the Property by subsidence or flooding after the Effective Date;
6. Loss as a result of any change in information in response to sections 3 – Future underground coal mining and 8 – Future opencast coal mining of the Search Report carried out at the Effective Date.
7. Loss suffered by the Insured in respect of any Adverse Matter:
  - (a) which was disclosed to the Insured in the Search Report; and/or
  - (b) which the Insured was aware of at the Inception Date.
8. Loss in relation to any change to the Coal Mining Search Form and/or the Search Report made after the Effective Date which affects the Insurer's responsibility under this Policy, if Insurers would not have been responsible for the Loss before such change.
9. Loss in relation to any change in the interpretation of information upon which the Search Report was produced provided such information remains unchanged.
10. Loss which is recoverable by You under any buildings insurance policy covering Your Property.
11. Any consequential Loss or penalty interest suffered by You.

## Claims Conditions

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1. It is a condition precedent of the Insurer's liability under this Policy that the Insurer and/or the Insured will give written notice to the Administrator at the address shown under "Making a Claim", below, as soon as reasonably practicable, of any circumstances likely to give rise to a claim for which the Insurer may be liable under this Policy and provide the Administrator with such information and documentation as may reasonably be requested.
2. The Insurer will be entitled to decide how to defend or settle a claim.
3. The Insurer will be entitled to participate fully in any defence, negotiation or settlement of a claim or circumstance and in any such event the Insurer and/or the Insured will (to the extent reasonably practicable in the circumstances, but without limitation):
  - (i) not incur any cost or expense without first consulting with and receiving written consent from the Insurer;
  - (ii) not make any admission of liability, offer, settlement, promise, payment or discharge without first consulting with and receiving written consent from the Insurer;
  - (iii) give the Insurer access to and provide the Insurer with copies of all correspondence and documentation available to the Insured in relation to the claim or circumstance and afford the Insurer sufficient time in which to review and comment on such documentation;
  - (iv) inform the Insurer of any proposed meeting with any third party in relation to a claim or circumstance and allow the Insurer to attend such meeting and, if the Insurer so requests, provide a detailed written account of the subject and outcome of any such meeting or discussion at which the Insurer was not present;
  - (v) conduct all negotiations and proceedings in respect of any claim or circumstance with advisers of which the Insurer has approved in writing and take such action as the Insurer may reasonably require to contest, avoid, resist, compromise or otherwise defend any claim or circumstance;
  - (vi) provide the Insurer with such other information and assistance in connection with any claim or circumstance as the Insurer may reasonably request.
4. The Insurer will be entitled to all rights and defences it may have in respect of a claim by a Insured against any successor to that Insured.
5. If at the time of any claim made under this Certificate of Insurance there is any other insurance in place whether effected by the Insured or by any other person under which the Insured may be entitled to make a claim the Insurer

will be liable to pay or contribute in respect of a claim under this Certificate of Insurance only rateably with such other insurance.

6. If the Insured makes any claim knowing it to be false or fraudulent as regards amount or otherwise, this Certificate of Insurance will become voidable and all claims under it may be forfeited.

## General Conditions

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1. The due observance and fulfilment of these General Conditions and all other terms of this Policy, so far as they relate to anything to be done or complied with by the Policyholder and/or the Purchaser, are conditions precedent to any liability of the Insurer under this Policy.
2. The Insurer and Administrator agree that each will, where required to take any action or provide its consent or compliance, do so reasonably and without undue delay.
3. The Insured will only use the Property for the Insured Use.
4. The Insured will not, without the written consent of the Insurer, communicate on any matter regarding this Policy with any party without the Insurer's prior written consent.
5. This Policy will be governed by and construed in accordance with the law of England, Wales and Scotland and is subject to the jurisdiction of the courts of England, Wales and Scotland.
6. The total liability of the Insurer in respect of all claims made under this Certificate of Insurance will not exceed, in the aggregate, the Limit of Indemnity in respect of the Property.
7. This Certificate of Insurance will not be in force unless it has been signed by a person who has been authorised to do so by the Insurer.
8. The Insured will take reasonable steps to mitigate Loss provided that the cost of such steps taken at the request of or with the written consent of the Insurer after notification of a claim or circumstance likely to give rise to a claim to the Insurer will be borne by the Insurer.
9. The Insurer may, at its discretion and at its own cost, with the prior consent of the Insured, take any action which it considers necessary to prevent or minimise Loss whether or not it is liable under this Policy (including but not limited to pursuing or defending any action at law or otherwise or making an application to a court, the Upper Tribunal (Lands Chamber) or the Upper Tribunal for Scotland, or the Registry of Scotland, or other body of competent jurisdiction in the name of and on behalf of the Purchaser in relation to any Loss and by doing so the Insurer will not be taken to have conceded any liability or waived any provision of this Policy.
10. If the Insurer agrees or is obliged to make any payment to or on behalf of a Purchaser because of any loss relating to an insured Property, the Insurer will immediately be subrogated to any rights which that Purchaser may have in relation to any loss.
11. If any dispute arises as to Market Value or an amount to be paid under this Policy (the Insurer having otherwise accepted liability) such dispute will be referred to an arbitrator to be appointed by agreement between the Insurer and Insured or, failing agreement, by the President at that time of the Royal Institution of Chartered Surveyors. Where referral to arbitration is made under this Condition, the making of an award will be a condition precedent to any right of action against the Insurer. The costs of any arbitration will be shared equally by the Insurer and Insured.
12. For the purposes of this Certificate of Insurance, the Administrator is authorised to provide any consent required under the terms of this Certificate of Insurance on behalf of the Insurer.

## Cancellation Rights

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The cancellations terms reflect those of the Search Report.

## Making a Claim

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As soon as any circumstances likely to lead to a claim under the policy become known to You, please write with details to the Claims Manager at [claims@clspropertyinsight.co.uk](mailto:claims@clspropertyinsight.co.uk) quoting the policy number. Please be aware of the Claims Conditions and General Conditions of the policy.

## Complaints Procedure

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We aim to provide an excellent service. If You have any cause for complaint You should, in the first instance, contact the Administrator by email [complaints@clspropertyinsight.co.uk](mailto:complaints@clspropertyinsight.co.uk), by telephone at 0203 409 9510 or by post to CLS Property Insight Limited, 17 Kings Hill Avenue, West Malling, Kent, ME19 4UA. Please quote the details of the Policy (surname and initials, policy number and property address). If the matter is not resolved to Your satisfaction, please write to:

The Complaints Manager, ERGO UK Specialty Limited for Great Lakes Insurance SE, UK Branch, by email [complaints@ergo-commercial.co.uk](mailto:complaints@ergo-commercial.co.uk), by telephone 020 3003 7130 or by post to ERGO UK Specialty Limited for Great Lakes Insurance SE, Munich Re Group Offices, Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

If You are still dissatisfied then You may have a right to refer Your complaint to:

The Financial Ombudsman Service

Exchange Tower

London E14 9SR

0800 023 4 567 Calls to this number are now free on mobile phones and landlines

0300 123 9 123 Calls to this number cost no more than calls to 01 and 02 numbers

Email at: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

## Financial Services Compensation Scheme (FSCS)

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ERGO Versicherung AG, UK Branch is covered by the Financial Services Compensation Scheme (FSCS) You may be entitled to compensation from the scheme in the unlikely event that it cannot meet its obligations if You are an individual, an unincorporated association or a small business. The FSCS will meet up to 90% of Your claim without any upper limit. Further details can be obtained from [www.fscs.org.uk](http://www.fscs.org.uk) or You may contact the FSCS on 020 7741 4100 for further details.

## Data Privacy Notice

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The privacy and security of Your personal information is very important to CLS Property Insight Limited ('CLS'). The details provided here are a summary of how We process – that is collect, use, share, transfer and store – Your information.

For our full Data Privacy Notice please visit Our website <https://www.cls.co.uk/assets/documents/Privacy%20Notice.pdf> or contact our Compliance Manager at: 17 Kings Hill Avenue, Kings Hill, West Malling, ME19 4UA or by email: [Compliance@clspropertyinsight.co.uk](mailto:Compliance@clspropertyinsight.co.uk) or by telephone: 01732 753 910.

Your insurance brokers or other intermediaries (if applicable) may have their own reasons for processing Your personal data. Please contact them directly should You require further information about their uses of Your data.



## Collection of data

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CLS may collect a range of personal and business information supplied by You or third parties on Your behalf. This information may include the following: basic personal details such as Your name, address, telephone number, gender, marital status, and additional information about Your insurance requirements, such as details of Your business.

We will always attempt to explain clearly when and why We need this information and the purposes for which We will use it and where necessary We will obtain Your explicit consent to use personal data.

CLS may also collect data about You, Your business or the insured property from a number of different sources, including but not limited to the electoral roll, third party databases available to the insurance industry, other insurance firms, loss adjusters and/or other parties involved in the process of administering a claim, as well as publicly available sources.

## Personal data about others

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We may collect data about other individuals, such as Employees, family, or members of Your household. If You give Us information about another person, it is Your responsibility to ensure and confirm that You have told that person why and how CLS uses personal data and that You have that person's permission to provide that data to Us and for Us to process it.

## Our uses of data

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CLS uses the data We collect to operate our business and provide the products We offer. The information We collect may be used for (amongst other purposes) the following: to assess Your application for a quote or product; to evaluate the risk You present; to verify Your identity; to administer Your Policy and deliver our services; to conduct statistical analysis for pricing purposes; to administer claims; and to investigate and resolve complaints.

Should the need arise, CLS may also use data for the following purposes: to collate Your Policy or claims history; to undertake credit referencing or credit scoring and to assist with financial crime and fraud detection.

## Sharing Your data

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If You request a quote, or purchase a product, Your personal information may be shared with and processed by a number of third parties which include but are not limited to regulatory, dispute resolution or law enforcement bodies; other insurance organisations including reinsurers; fraud prevention and credit reference agencies (who may keep a record of the search); or other relevant third parties within our administrative structure.

Your data may be disclosed when We believe in good faith that the disclosure is required by law; necessary to protect the safety of our employees or the public; required to comply with a judicial proceeding, court order or legal process; or for the prevention or detection of crime (including fraud).

## Transfer and Storage of Your Data Overseas

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Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all applicable principles of English law. Personal details will not be transferred outside the EEA unless the transfer is to a country which is considered to have equivalent standards with regard to data protection, or We have taken reasonable steps to ensure that suitable data protection standards are in place.

## Data Retention

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CLS will only keep data for as long as it is necessary to continue providing our products and services to You and/or to fulfil our legal and regulatory obligations in line with our data retention policy.

## Data Subject Rights

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You have a number of rights in relation to the information We hold about You. These rights include but are not limited to the right to a copy of Your personal information We hold; to object to the use of Your personal information; to withdraw any permission You have previously provided; and to complain to the Information Commissioner's Office at any time if You are not satisfied with our use of Your information. For a more complete list of Your rights please refer to the full Data Privacy Notice.

Please note that there are times when We will not be able to delete Your information. This may be as a result of a requirement to fulfil our legal and regulatory obligations, or where there is a minimum statutory period of time for which We have to keep Your information. If We are unable to fulfil a request We will always let You know our reasons.

## Changes to this Data Privacy Notice

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We may amend this Data Privacy Notice from time to time for example, to keep it up to date or to comply with legal requirements. Should any significant changes be made to the ways in which CLS processes data from those described at the time of collection, We will post a notice on our website.

SAMPLE

# Insurance Product Information Document

Company: Great Lakes Insurance SE, UK Branch

Product: FCI CON29M Report Indemnity Policy

Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. Great Lakes Insurance SE, UK Branch, is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

This Insurance Product Information Document is only intended to provide a summary of the main coverage and exclusions and is not personalised to your specific individual needs in any way. Complete pre-contractual and contractual information on the product is provided in your policy documentation.

## What is this type of insurance?

This policy provides protection in the event that the market value of the property is affected following matters which would or should have been included within the results of a Con29M Mining Report but were either not disclosed within the report or were inaccurate.



## What is insured?

(see the policy document for full details of the losses covered).

- ✓ Any matter(s) having a detrimental effect on the Fair Market Value of Your Property, that would or should have been disclosed in the Search Report:-
  - ✓ but were not disclosed or answers were inaccurate because the Registers and/or the answers provided by the Appropriate Authority for the purposes of the Search Report were incorrect as at the policy Effective Date; and/or
  - ✓ but were inaccurate due to the Policyholder interpreting the data from the Appropriate Authority incorrectly; and/or
  - ✓ but were not disclosed as the Appropriate Authority updated their records after the Effective Date.



## What is not insured?

(see the policy document for full details of the losses that are not covered).

- ✗ Loss which is or would otherwise be recoverable under a buildings insurance policy;
- ✗ Loss arising wholly or partly because of the wilful act or neglect of the Search Provider and/or the Insured;
- ✗ Loss if at the date of a claim the Insured is not the legal or beneficial owner of the Property;
- ✗ Loss in relation to loss of a transaction for the sale or for the purchase of the Property and any costs incurred by the Insured in relation to the loss of such transaction;
- ✗ Loss in respect of structural or other physical damage caused to the Property by subsidence or flooding after the Effective Date;
- ✗ Loss as a result of any change in information in response to sections 3 – Future underground coal mining and 8 – Future opencast coal mining of the Search Report carried out at the Effective Date.
- ✗ Loss suffered by the Insured in respect of any Adverse Matter:
  - (a) which was disclosed to the Insured in the Search Report; and/or
  - (b) which the Insured was aware of at the Effective Date.
- ✗ Loss in relation to any change to the Coal Mining Search Form and/or the Search Report made after the Effective Date which affects the Insurer's responsibility under this Policy, if Insurers would not have been responsible for the Loss before such change.
- ✗ Loss in relation to any change in the interpretation of information upon which the Search Report was produced provided such information remains unchanged.
- ✗ Loss which is recoverable by You under any buildings insurance policy covering Your Property.
- ✗ Any consequential Loss or penalty interest suffered by You.



## Are there any restrictions on cover?

! You must only use the property for the insured use.



## Where am I covered?

✓ You are covered at the risk address(es) shown on your schedule of insurance.



## What are my obligations?

- You are required to keep to the conditions as shown in your full policy documentation.
- As soon as any circumstances which are likely to lead to a claim under the policy become known to you, please write with details to the Claims Manager at [claims@clspropertyinsight.co.uk](mailto:claims@clspropertyinsight.co.uk) quoting the policy number. Please be aware of the claims conditions and general conditions of the policy.



## When and how do I pay?

Your search provider will pay the premium directly to us, the Administrator.



## When does the cover start and end?

The cover will start from the effective date as documented in the property schedule of this policy.

From the Effective Date until the Insured of the Search Report either (a) no longer has an interest in the Property or until the date of a Subsequent Con29M search is obtained by the Insured after the Effective Date, whichever is sooner.



## How do I cancel the contract?

This policy can be cancelled in accordance with the terms of the Search Report.


# Cheshire Brine Certificate of Insurance


(for properties in England and Wales)

## Schedule

**Policy Number: GESI 0034072CV/228626**

<b>Insurer</b>	Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. Great Lakes Insurance SE, UK Branch, is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.
<b>Insured</b>	The person who buys the Search Report and/or any of the following: <ol style="list-style-type: none"><li>1. The person who asked for the Search Report in connection with the purchase of the Property (and their mortgagee)</li><li>2. The person who purchased the Property (and their mortgagee) if the person selling the Property has asked for a Search Report for the benefit of the Purchaser as part of a seller's pack or if the Property has been purchased by way of auction</li><li>3. The owner of the Property (and their mortgagee) if they are re-mortgaging the Property or the owner of the Property who has chosen to obtain a Search Report.</li><li>4. Their estate and beneficiaries, to whom the benefit of the Policy will pass in the event of their death during the Period of Insurance.</li></ol>
<b>Property</b>	Any single residential or commercial property, which is less than 15 hectares located within the Cheshire Brine Compensation District for which a Search Report is provided to the Insured by Future Climate Info Ltd and to which this Certificate of Insurance is attached.
<b>Limit of Indemnity</b>	£50,000.00 in the aggregate in respect of the Property.
<b>Premium</b>	None payable by the Insured.
<b>Effective Date</b>	Being the date that the Search Report was ordered and to which this Certificate is attached hereto.
<b>Period of Insurance</b>	From the Effective Date until the Insured no longer has an interest in the Property or until the date of a subsequent search report containing Cheshire salt data in respect of the Property, whichever is sooner.
<b>Insured Use</b>	The continued use of the Property as a single residential house or flat, or a single commercial unit as constructed at Effective Date which does not exceed 15 hectares.

  
R P Partington  
Director

  
Signed by CLS Property Insight Limited on behalf and with the authority of the insurer

## Definitions

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Where a word is defined below or in the Schedule, it will have the same meaning whenever it appears in this Policy

<b>Administrator/We/Us</b>	CLS Property Insight Limited, 17 Kings Hill Avenue, West Malling, Kent, ME19 4UA. CLS Property Insight Limited can be contacted by email at: <a href="mailto:info@clspropertyinsight.co.uk">info@clspropertyinsight.co.uk</a> or by telephone on 01732 753 910.
<b>Cheshire Brine Compensation District</b>	As prescribed by the First Schedule to the Cheshire Brine Pumping (Compensation for Subsidence) Act, 1952.
<b>Market Value</b>	The value of the Purchaser's interest in the title to the Property as determined by a surveyor appointed by agreement between the Insurer and the Purchaser, but subject to General Condition 11.
<b>Search Report</b>	An 'FCI CON29M' coal search report for a residential property; or an 'FCI Premium Plus CON29M' environmental search report for a residential property which includes the FCI CON29M residential coal search as a module.

## Cover

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Subject to the terms and conditions of this Policy (and subject to the terms and conditions of the Search Report detailed in the 'Notes & Guidance' Section of the report), the Insurer will indemnify the Insured during the Period of Insurance in respect of Loss arising from any claim by the Insured under the provisions of section 3.02 (Mining | Cheshire Brine Compensation District Area) or section 1.12 (Cheshire Brine) of the Search Report resulting from Future Climate Info Limited being unable to ascertain whether previous compensation claims having been paid in respect of the Property by the Cheshire Brine Compensation Board prior to the Effective Date.

## Loss

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1. The cost of repairs in respect of any Property following a claim by the Insured against the Cheshire Brine Compensation Board following subsidence but where the Cheshire Brine Compensation Board refuse to make payment on the basis that a previous owner of the Property had previously received compensation payment from the Cheshire Brine Compensation Board but had failed to complete the necessary remediation of subsidence or where the Cheshire Brine Compensation Board refuses a subsequent claim on the grounds that future claims were commuted; and
2. The loss in Market Value of the Property directly attributable to the failure of a previous owner of the Property to remediate subsidence following payment by the Cheshire Brine Compensation Board and where the Cheshire Brine Compensation Board refuses a subsequent claim on the grounds that future claims were commuted, such loss in Market Value to be calculated at the date of the subsequent search of the Cheshire Brine Compensation Board's data; and
3. All other costs and expenses which have been agreed in advance by the Insurer.

## Exclusions

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The Insurer will not be liable to indemnify the Insured for:

1. Loss which is or would otherwise be recoverable under a buildings insurance policy;
2. Loss arising wholly or partly because of the wilful act or neglect of the Insured;
3. Loss if at the date of a claim the Insured is not the legal or beneficial owner of the Property;
4. Loss in relation to loss of a transaction for the sale or for the purchase of the Property and any costs incurred by the Insured in relation to the loss of such transaction;
5. Loss in respect of structural or other physical damage caused to the Property by subsidence or flooding after the Effective Date;
6. Loss in relation to any change to the Search Report made after the Effective Date which affects Insurer's responsibility under this Policy, if Insurers would not have been responsible for the Loss before such change;
7. Loss for which the Cheshire Brine Subsidence Compensation Board may be required to pay by Law other than where payment has already been made by the Cheshire Brine Compensation Board but where such monies were not used for the purpose of repair of the Property by the previous owner.
9. Loss arising from matter(s) revealed by a previous search result containing Cheshire Salt data obtained by You or provided to You by a previous owner of the Property in respect of an Insured Risk.

10. Loss arising from matter(s) in a search containing Cheshire Salt data ordered after the Effective Date and either obtained by You or provided to You by a potential purchaser of the Property.

## Claims Conditions

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1. It is a condition precedent of the Insurer's liability under this Policy that the Insured will give written notice to the Administrator at the address shown under "Making a Claim", below, as soon as reasonably practicable, of any circumstances likely to give rise to a claim for which the Insurer may be liable under this Policy and provide the Administrator with such information and documentation as may reasonably be requested.
2. The Insurer will be entitled to decide how to defend or settle a claim.
3. The Insurer will be entitled to participate fully in any defence, negotiation or settlement of a claim or circumstance and in any such event the Insured will (to the extent reasonably practicable in the circumstances, but without limitation):
  - (i) not incur any cost or expense without first consulting with and receiving written consent from the Insurer;
  - (ii) not make any admission of liability, offer, settlement, promise, payment or discharge without first consulting with and receiving written consent from the Insurer;
  - (iii) give the Insurer access to and provide the Insurer with copies of all correspondence and documentation available to the Insured in relation to the claim or circumstance and afford the Insurer sufficient time in which to review and comment on such documentation;
  - (iv) inform the Insurer of any proposed meeting with any third party in relation to a claim or circumstance and allow the Insurer to attend such meeting and, if the Insurer so requests, provide a detailed written account of the subject and outcome of any such meeting or discussion at which the Insurer was not present;
  - (v) conduct all negotiations and proceedings in respect of any claim or circumstance with advisers of which the Insurer has approved in writing and take such action as the Insurer may reasonably require to contest, avoid, resist, compromise or otherwise defend any claim or circumstance;
  - (vi) provide the Insurer with such other information and assistance in connection with any claim or circumstance as the Insurer may reasonably request.
4. The Insurer will be entitled to all rights and defences it may have in respect of a claim by an Insured against any successor to that Insured.
5. If at the time of any claim made under this Policy there is any other insurance in place whether effected by the Insured or by any other person under which the Insured may be entitled to make a claim the Insurer will be liable to pay or contribute in respect of a claim under this Policy only rateably with such other insurance.
6. If the Insured makes any claim knowing it to be false or fraudulent as regards amount or otherwise, this Policy will become voidable and all claims under it may be forfeited.

## General Conditions

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1. The due observance and fulfilment of these General Conditions and all other terms of this Policy, so far as they relate to anything to be done or complied with by the Insured, are conditions precedent to any liability of the Insurer under this Policy.
2. The Insurer and Administrator agree that each will, where required to take any action or provide its consent or compliance, do so reasonably and without undue delay.
3. The Insured will only use the Property for the Insured Use.
4. The Insured will not, without the written consent of the Insurer, communicate on any matter regarding this Policy with any party without the Insurer's prior written consent.
5. This Policy will 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.
6. The total liability of the Insurer in respect of all claims made under this Policy will not exceed, in the aggregate, the Limit of Indemnity in respect of the Property.
7. This Policy will not be in force unless it has been signed by a person who has been authorised to do so by the Insurer.
8. The Insured will take reasonable steps to mitigate Loss provided that the cost of such steps taken at the request of or with the written consent of the Insurer after notification of a claim or circumstance likely to give rise to a claim to the Insurer will be borne by the Insurer.
9. The Insurer may, at its discretion and at its own cost, with the prior consent of the Insured, take any action which it considers necessary to prevent or minimise Loss whether or not it is liable under this Policy (including but not limited to pursuing or defending any action at law or otherwise or making an application to a court, the Upper Tribunal (Lands Chamber) or other body



of competent jurisdiction in the name of and on behalf of the Insured in relation to any Loss and by doing so the Insurer will not be taken to have conceded any liability or waived any provision of this Policy.

10. If the Insurer agrees or is obliged to make any payment to or on behalf of the Insured because of any loss relating to an insured Property, the Insurer will immediately be subrogated to any rights which that Insured may have in relation to any loss.
11. If any dispute arises as to Market Value or an amount to be paid under this Policy (the Insurer having otherwise accepted liability) such dispute will be referred to an arbitrator to be appointed by agreement between the Insurer and Insured or, failing agreement, by the President at that time of the Royal Institution of Chartered Surveyors. Where referral to arbitration is made under this Condition, the making of an award will be a condition precedent to any right of action against the Insurer. The costs of any arbitration will be shared equally by the Insurer and Insured.
12. For the purposes of this Policy, the Administrator is authorised to provide any consent required under the terms of this Policy on behalf of the Insurer.

## Cancellation Rights

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This Policy may be cancelled by contacting the Cancellations Department at [cancellations@clspropertyinsight.co.uk](mailto:cancellations@clspropertyinsight.co.uk) within 14 days of the Effective Date. Provided no claim has been made or is pending any premium paid will be refunded in full. No refund of premium will be available if the policy is cancelled after 14 days from the Effective Date.

If the premium is not paid to Us within 14 days, We have the right to cancel the policy from the Effective Date. Notice will be sent to the Insured in the post.

If this Policy is cancelled, this may breach a condition of a loan secured over the Property or other terms for the sale of the Property.

## Making a Claim

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As soon as any circumstances likely to lead to a claim under the policy become known to You, please write with details to the Claims Manager at [claims@clspropertyinsight.co.uk](mailto:claims@clspropertyinsight.co.uk) quoting the policy number. Please be aware of the Claims Conditions and General Conditions of the policy.

## Complaints Procedure

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We aim to provide an excellent service. If You have any cause for complaint You should, in the first instance, contact the Administrator by email [complaints@clspropertyinsight.co.uk](mailto:complaints@clspropertyinsight.co.uk), by telephone at 0203 409 9510 or by post to CLS Property Insight Limited, 17 Kings Hill Avenue, West Malling, Kent, ME19 4UA. Please quote the details of the Policy (surname and initials, policy number and property address). If the matter is not resolved to Your satisfaction, please write to:

The Complaints Manager, ERGO UK Specialty Limited for Great Lakes Insurance SE, UK Branch, by email [complaints@ergo-commercial.co.uk](mailto:complaints@ergo-commercial.co.uk), by telephone 020 3003 7130 or by post to ERGO UK Specialty Limited for Great Lakes Insurance SE, Munich Re Group Offices, Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

If You are still dissatisfied then You may have a right to refer Your complaint to:

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London E14 9SR

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Email at: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

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Great Lakes Insurance SE, UK Branch is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event that it cannot meet its obligations if You are an individual, an unincorporated association or a small business. The FSCS will meet up to 90% of Your claim without any upper limit. Further details can be obtained from [www.fscs.org.uk](http://www.fscs.org.uk) or You may contact the FSCS on 0800 678 1100 for further details.

## Data Privacy Notice

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For our full Data Privacy Notice please visit Our website <https://cls.co.uk/Content/PDFs/Website/Privacy%20Statement.pdf> or contact our Compliance Manager at: 17 Kings Hill Avenue, Kings Hill, West Malling, ME19 4UA or by email: [Compliance@clspropertyinsight.co.uk](mailto:Compliance@clspropertyinsight.co.uk) or by telephone: 01732 753 910.

Your insurance brokers or other intermediaries (if applicable) may have their own reasons for processing Your personal data. Please contact them directly should You require further information about their uses of Your data.

## Collection of data

---

CLS may collect a range of personal and business information supplied by You or third parties on Your behalf. This information may include the following: basic personal details such as Your name, address, telephone number, gender, marital status, and additional information about Your insurance requirements, such as details of Your business.

We will always attempt to explain clearly when and why We need this information and the purposes for which We will use it and where necessary We will obtain Your explicit consent to use personal data.

CLS may also collect data about You, Your business or the insured property from a number of different sources, including but not limited to the electoral roll, third party databases available to the insurance industry, other insurance firms, loss adjusters and/or other parties involved in the process of administrating a claim, as well as publicly available sources.

## Personal data about others

---

We may collect data about other individuals, such as Employees, family, or members of Your household. If You give Us information about another person, it is Your responsibility to ensure and confirm that You have told that person why and how CLS uses personal data and that You have that person's permission to provide that data to Us and for Us to process it.

## Our uses of data

---

CLS uses the data We collect to operate our business and provide the products We offer. The information We collect may be used for (amongst other purposes) the following: to assess Your application for a quote or product; to evaluate the risk You present; to verify Your identity; to administer Your Policy and deliver our services; to conduct statistical analysis for pricing purposes; to administer claims; and to investigate and resolve complaints.

Should the need arise, CLS may also use data for the following purposes: to collate Your Policy or claims history; to undertake credit referencing or credit scoring and to assist with financial crime and fraud detection.

## Sharing Your data

---

If You request a quote, or purchase a product, Your personal information may be shared with and processed by a number of third parties which include but are not limited to regulatory, dispute resolution or law enforcement bodies; other insurance organisations including reinsurers; fraud prevention and credit reference agencies (who may keep a record of the search); or other relevant third parties within our administrative structure.

Your data may be disclosed when We believe in good faith that the disclosure is required by law; necessary to protect the safety of our employees or the public; required to comply with a judicial proceeding, court order or legal process; or for the prevention or detection of crime (including fraud).

## Transfer and Storage of Your Data Overseas

---

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all applicable principles of English law. Personal details will not be transferred outside the EEA unless the transfer is to a country which is considered to have equivalent standards with regard to data protection, or We have taken reasonable steps to ensure that suitable data protection standards are in place.

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You have a number of rights in relation to the information We hold about You. These rights include but are not limited to the right to a copy of Your personal information We hold; to object to the use of Your personal information; to withdraw any permission You have previously provided; and to complain to the Information Commissioner's Office at any time if You are not satisfied with our use of Your information. For a more complete list of Your rights please refer to the full Data Privacy Notice.

Please note that there are times when We will not be able to delete Your information. This may be as a result of a requirement to fulfil our legal and regulatory obligations, or where there is a minimum statutory period of time for which We have to keep Your information. If We are unable to fulfil a request We will always let You know our reasons.

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# Insurance Product Information Document

Company: Great Lakes Insurance SE, UK Branch

Product: Cheshire Brine Indemnity Policy

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This Insurance Product Information Document is only intended to provide a summary of the main coverage and exclusions and is not personalised to your specific individual needs in any way. Complete pre-contractual and contractual information on the product is provided in your policy documentation.

## What is this type of insurance?

This policy provides protection in the event that the Cheshire Brine Compensation Board refuse to make payment for remediation to the property following subsidence, on the basis that the Compensation Board have made payment in the past and future claims were either commuted, or where payment was made to a previous owner and the work was not carried out.



## What is insured?

(see the policy document for full details of the losses covered).

- ✓ The cost of repairs in respect of any Property following a claim by the Purchaser against the Cheshire Brine Compensation Board following subsidence but where the Cheshire Brine Compensation Board refuse to make payment on the basis that a previous owner of the Property had previously received compensation payment from the Cheshire Brine Compensation Board but had failed to complete the necessary remediation of subsidence or where the Cheshire Brine Compensation Board refuses a subsequent claim on the grounds that future claims were commuted; and
- ✓ The loss in Market Value of the Property directly attributable to the failure of a previous owner of the Property to remediate subsidence following payment by the Cheshire Brine Compensation Board and where the Cheshire Brine Compensation Board refuses a subsequent claim on the grounds that future claims were commuted, such loss in Market Value to be calculated at the date of the subsequent search of the Cheshire Brine Compensation Board's data; and
- ✓ All other costs and expenses which have been agreed in advance by the Insurer.



## What is not insured?

(see the policy document for full details of the losses that are not covered).

- ✗ The Insurer will not be liable to indemnify the Policyholder and/or the Purchaser for:
- ✗ Loss which is or would otherwise be recoverable under a buildings insurance policy;
- ✗ Loss arising wholly or partly because of the wilful act or neglect of the Policyholder and/or the Purchaser;
- ✗ Loss if at the date of a claim the Purchaser is not the legal or beneficial owner of the Property;
- ✗ Loss in relation to loss of a transaction for the sale or for the purchase of the Property and any costs incurred by the Purchaser in relation to the loss of such transaction;
- ✗ Loss in respect of structural or other physical damage caused to the Property by subsidence or flooding after the Effective Date;
- ✗ Loss in relation to any change to the Search Report made after the Effective Date which affects Insurer's responsibility under this Policy, if Insurers would not have been responsible for the Loss before such change;
- ✗ Loss in relation to any change in the interpretation of information upon which the Search Report was produced provided such information remains unchanged;
- ✗ Loss for which the Cheshire Brine Subsidence Compensation Board may be required to pay by Law other than where payment has already been made by the Cheshire Brine Compensation Board but where such monies were not used for the purpose of repair of the Property by the previous owner.



## Are there any restrictions on cover?

! You must only use the property for the insured use.



## Where am I covered?

✓ You are covered at the risk address(es) shown on your schedule of insurance.



## What are my obligations?

- You are required to keep to the conditions as shown in your full policy documentation.
- As soon as any circumstances which are likely to lead to a claim under the policy become known to you, please write with details to the Claims Manager at [claims@clspropertyinsight.co.uk](mailto:claims@clspropertyinsight.co.uk) quoting the policy number. Please be aware of the claims conditions and general conditions of the policy.



## When and how do I pay?

Your search provider will pay the premium directly to us, the Administrator.



## When does the cover start and end?

The cover will start from the effective date as documented in the property schedule of this policy.

The duration of the policy will continue until the purchaser of the Search Report no longer has an interest in the property or until the date of a subsequent report containing Cheshire salt data, whichever is sooner.



## How do I cancel the contract?

This policy can be cancelled in accordance with the terms of the Search Report.

# Identified Non-Coal Minerals (CON29M) - Certificate of Insurance

(for properties in England and Wales)

## Schedule

Policy Number: GESI 0035019CV/228626

<b>Insurer</b>	Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. Great Lakes Insurance SE, UK Branch, is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.
<b>Search Provider</b>	Future Climate Info Limited ("FCI") Registered Company Number 08318444.
<b>Insured</b>	<p>The person who buys the FCI CON29M Report or an FCI Premium Plus CON29M Report and/or any of the following:</p> <ol style="list-style-type: none"><li>1. The person who asked for the FCI CON29M Report or an FCI Premium Plus CON29M Report in connection with the purchase of the Property (and their mortgagee)</li><li>2. The person who purchased the Property (and their mortgagee) if the person selling the Property has asked for a FCI CON29M Report or an FCI Premium Plus CON29M Report for the benefit of the Purchaser as part of a seller's pack or if the Property has been purchased by way of auction</li><li>3. The owner of the Property (and their mortgagee) if they are re-mortgaging the Property or the owner of the Property who has chosen to obtain an FCI CON29M Report or an FCI Premium Plus CON29M.</li><li>4. Their estate and beneficiaries, to whom the benefit of the Policy will pass in the event of their death during the Period of Insurance.</li></ol>
<b>Property</b>	Any single residential property for which an FCI CON29M Report or an FCI Premium Plus CON29M Report is provided by the Search Provider and to which a Certificate of Insurance is attached and which does not exceed 15 hectares in size.
<b>Limit of Indemnity</b>	£50,000.00 in the aggregate in respect of the Property.
<b>Premium</b>	None payable by the Insured.
<b>Effective Date</b>	The date that the FCI CON29M Report or an FCI Premium Plus CON29M Report was ordered and to which this Certificate of Insurance is enclosed.

  
R P Partington  
Director



Signed by CLS Property Insight Limited on behalf and with the authority of the insurer

<b>Period of Insurance</b>	From the Effective Date until the Insured no longer has an interest in the Property.
<b>Insured Use</b>	The continued use of the Property as a single residential house or flat as constructed at the Effective Date which does not exceed either 0.25ha in size or 15ha.

## Definitions

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Where a word is defined below or in the Schedule, it will have the same meaning whenever it appears in this Policy

<b>Administrator/We/Us</b>	CLS Property Insight Limited, 17 Kings Hill Avenue, West Malling, Kent, ME19 4UA. CLS Property Insight Limited can be contacted by email at: <a href="mailto:info@clspropertyinsight.co.uk">info@clspropertyinsight.co.uk</a> or by telephone on 01732 753 910.
<b>Assumed Responsible Person</b>	The Coal Authority (or other responsible person as defined by the Coal Industry Act 1994).
<b>FCI CON29M Report</b>	A conveyancing search product, comprising an Official CON29M coal mining search report created by FCI under Law Society licence using official Coal Authority data, where the report has flagged that a claim for subsidence may be ineligible under the Coal Mining Subsidence Act 1991 and to which this Certificate of Insurance is enclosed.
<b>FCI Premium Plus CON29M</b>	A conveyancing search product comprising of multiple modules relating to environmental considerations, which includes an Official CON29M coal mining search report created by FCI under Law Society licence using official Coal Authority data, where the report has flagged that a claim for subsidence may be ineligible under the Coal Mining Subsidence Act 1991 and to which this Certificate of Insurance is enclosed.
<b>Market Value</b>	The value of the Purchaser's interest in the title to the Property as determined by a surveyor appointed by agreement between the Insurer and the Purchaser, but subject to General Condition 11.
<b>Mineral Working(s)</b>	Any structure or void remaining after minerals have been extracted from land or otherwise deriving from the carrying out of operations for the winning and working of minerals in, on or under land.

## Cover

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Subject to the terms and conditions of this Policy and provided the Property has been declared to the Insurer and the Premium inclusive of Insurance Premium Tax has been paid by the Search Provider to the Administrator, the Insurer will indemnify the Insured during the Period of Insurance in respect of Loss arising where the Insured has an FCI CON29M Report or an FCI Premium Plus CON29M Report and the Assumed Responsible Person refuses to pay a claim after the Effective Date, in respect of subsidence to the Property due to historical underground Mineral Workings within a 650 metre radius of the Property as it falls outside the provisions of the Coal Mining Subsidence Act 1991 due to (1) subsidence occurring from historical non-coal mineral mining and/or (2) subsidence occurring from historical coal mining but where this activity was ancillary to non-coal mineral mining.

## Loss

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- The cost of repairs in respect of any Property following a claim by the Purchaser against the Assumed Responsible Person following subsidence but where the Assumed Responsible Person refuses to pay a claim as it falls outside the provisions of the Coal Mining Subsidence Act 1991 as a result of either;
  - subsidence occurring from historical non-coal mineral mining and/or
  - subsidence occurring from historical coal mining but where this activity was ancillary to non-coal mineral mining.
- The loss in Market Value of the Property directly attributable to subsidence but where the Assumed Responsible Person refuses to pay a claim as it falls outside the provisions of the Coal Mining Subsidence Act 1991 as a result of either;
  - subsidence occurring from historical non-coal mineral mining and/or
  - subsidence occurring from historical coal mining but where this activity was ancillary to non-coal mineral mining.
- All other costs and expenses which have been agreed in advance by the Insurer.



## Exclusions

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The Insurer will not be liable to indemnify the Search Provider and/or the Insured for:

1. Loss arising from subsidence occurring after the Effective Date which is or would otherwise be recoverable under a buildings insurance policy;
2. Loss arising wholly or partly because of the wilful act or neglect of the Search Provider and/or the Insured;
3. Loss if at the date of a claim the Insured is not the legal or beneficial owner of the Property;
4. Loss in relation to loss of a transaction for the sale or for the purchase of the Property and any costs incurred by the Purchaser in relation to the loss of such transaction;
5. Loss in respect of structural or other physical damage caused to the Property by subsidence or flooding following mining which occurred after the Effective Date;
6. Loss in relation to any change to the FCI CON29M Report or an FCI Premium Plus CON29M Report made after the Effective Date which affects Insurer's responsibility under this Policy, if Insurers would not have been responsible for the Loss before such change;
7. Loss in relation to any change in the interpretation of information upon which the FCI CON29M Report or an FCI Premium Plus CON29M Report was produced provided such information remains unchanged;
8. Loss arising where Search Provider did not include within the FCI CON29M Report or an FCI Premium Plus CON29M Report that a subsidence claim may be deemed ineligible under the Coal Mining and Subsidence Act 1991;
9. Loss for which the Coal Authority may be required to pay by Law;
10. Loss arising where the Assumed Responsible Person has previously repudiated to cover claims for subsidence under the Coal Mining Subsidence Act 1991;
11. Loss arising in respect of coal Mineral Working which is not ancillary to non-coal Mineral Working;
12. Loss arising from subsidence in respect of Mineral Workings which are not contained within the Coal Authority dataset used to compile the FCI CON29M Report or an FCI Premium Plus CON29M.
13. Loss where the Insured was aware that the Property had already suffered subsidence damage prior to either the Effective Date or the date at which the Insured exchanged contracts on the purchase of the Property (whichever is later).

## Claims Conditions

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1. It is a condition precedent of the Insurer's liability under this Policy that the Insured will give written notice to the Administrator at the address shown under "Making a Claim", below, as soon as reasonably practicable, of any circumstances likely to give rise to a claim for which the Insurer may be liable under this Policy and provide the Administrator with such information and documentation as may reasonably be requested.
2. The Insurer will be entitled to decide how to defend or settle a claim.
3. The Insurer will be entitled to participate fully in any defence, negotiation or settlement of a claim or circumstance and in any such event the Insured will (to the extent reasonably practicable in the circumstances, but without limitation):
  - (i) not incur any cost or expense without first consulting with and receiving written consent from the Insurer;
  - (ii) not make any admission of liability, offer, settlement, promise, payment or discharge without first consulting with and receiving written consent from the Insurer;
  - (iii) give the Insurer access to and provide the Insurer with copies of all correspondence and documentation available to the Insured in relation to the claim or circumstance and afford the Insurer sufficient time in which to review and comment on such documentation;
  - (iv) inform the Insurer of any proposed meeting with any third party in relation to a claim or circumstance and allow the Insurer to attend such meeting and, if the Insurer so requests, provide a detailed written account of the subject and outcome of any such meeting or discussion at which the Insurer was not present;
  - (v) conduct all negotiations and proceedings in respect of any claim or circumstance with advisers of which the Insurer has approved in writing and take such action as the Insurer may reasonably require to contest, avoid, resist, compromise or otherwise defend any claim or circumstance;
  - (vi) provide the Insurer with such other information and assistance in connection with any claim or circumstance as the Insurer may reasonably request.
4. The Insurer will be entitled to all rights and defences it may have in respect of a claim by an Insured against any successor to that Insured.
5. If at the time of any claim made under this Policy there is any other insurance in place whether effected by the Insured or by any other person under which the Insured may be entitled to make a claim the Insurer will be liable to pay or contribute in respect of a claim under this Policy only rateably with such other insurance.

6. If the Insured makes any claim knowing it to be false or fraudulent as regards amount or otherwise, this Policy will become voidable and all claims under it may be forfeited.

## General Conditions

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1. The due observance and fulfilment of these General Conditions and all other terms of this Policy, so far as they relate to anything to be done or complied with by the Insured, are conditions precedent to any liability of the Insurer under this Policy.
2. The Insurer and Administrator agree that each will, where required to take any action or provide its consent or compliance, do so reasonably and without undue delay.
3. The Insured will only use the Property for the Insured Use.
4. The Insured will not, without the written consent of the Insurer, communicate on any matter regarding this Policy with any party without the Insurer's prior written consent.
5. This Policy will 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.
6. The total liability of the Insurer in respect of all claims made under this Policy will not exceed, in the aggregate, the Limit of Indemnity in respect of the Property.
7. This Policy will not be in force unless it has been signed by a person who has been authorised to do so by the Insurer.
8. The Insured will take reasonable steps to mitigate Loss provided that the cost of such steps taken at the request of or with the written consent of the Insurer after notification of a claim or circumstance likely to give rise to a claim to the Insurer will be borne by the Insurer.
9. The Insurer may, at its discretion and at its own cost, with the prior consent of the Insured, take any action which it considers necessary to prevent or minimise Loss whether or not it is liable under this Policy (including but not limited to pursuing or defending any action at law or otherwise or making an application to a court, the Upper Tribunal (Lands Chamber) or other body of competent jurisdiction in the name of and on behalf of the Insured in relation to any Loss and by doing so the Insurer will not be taken to have conceded any liability or waived any provision of this Policy.
10. If the Insurer agrees or is obliged to make any payment to or on behalf of the Insured because of any loss relating to an insured Property, the Insurer will immediately be subrogated to any rights which that Insured may have in relation to any loss.
11. If any dispute arises as to Market Value or an amount to be paid under this Policy (the Insurer having otherwise accepted liability) such dispute will be referred to an arbitrator to be appointed by agreement between the Insurer and Insured or, failing agreement, by the President at that time of the Royal Institution of Chartered Surveyors. Where referral to arbitration is made under this Condition, the making of an award will be a condition precedent to any right of action against the Insurer. The costs of any arbitration will be shared equally by the Insurer and Insured.
12. For the purposes of this Policy, the Administrator is authorised to provide any consent required under the terms of this Policy on behalf of the Insurer.

## Cancellation Rights

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This Policy may be cancelled by contacting the Cancellations Department at [cancellations@clspropertyinsight.co.uk](mailto:cancellations@clspropertyinsight.co.uk) within 14 days of the Effective Date. Provided no claim has been made or is pending any premium paid will be refunded in full. No refund of premium will be available if the policy is cancelled after 14 days from the Effective Date.

If the premium is not paid to Us within 14 days, We have the right to cancel the policy from the Effective Date. Notice will be sent to the Insured in the post.

If this Policy is cancelled, this may breach a condition of a loan secured over the Property or other terms for the sale of the Property.

## Making a Claim

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As soon as any circumstances likely to lead to a claim under the policy become known to You, please write with details to the Claims Manager at [claims@clspropertyinsight.co.uk](mailto:claims@clspropertyinsight.co.uk) quoting the policy number. Please be aware of the Claims Conditions and General Conditions of the policy.

## Complaints Procedure

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We aim to provide an excellent service. If You have any cause for complaint You should, in the first instance, contact the Administrator by email [complaints@clspropertyinsight.co.uk](mailto:complaints@clspropertyinsight.co.uk), by telephone at 0203 409 9510 or by post to CLS Property Insight Limited, 17 Kings Hill Avenue, West Malling, Kent, ME19 4UA. Please quote the details of the Policy (surname and initials, policy number and property address). If the matter is not resolved to Your satisfaction, please write to:

The Complaints Manager, ERGO UK Specialty Limited for Great Lakes Insurance SE, UK Branch, by email [complaints@ergo-commercial.co.uk](mailto:complaints@ergo-commercial.co.uk), by telephone 020 3003 7130 or by post to ERGO UK Specialty Limited for Great Lakes Insurance SE, Munich Re Group Offices, Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

If You are still dissatisfied then You may have a right to refer Your complaint to:

The Financial Ombudsman Service

Exchange Tower

London E14 9SR

0800 023 4 567 Calls to this number are now free on mobile phones and landlines

0300 123 9 123 Calls to this number cost no more than calls to 01 and 02 numbers

Email at: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

## Financial Services Compensation Scheme (FSCS)

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Great Lakes Insurance SE, UK Branch is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event that it cannot meet its obligations if You are an individual, an unincorporated association or a small business. The FSCS will meet up to 90% of Your claim without any upper limit. Further details can be obtained from [www.fscs.org.uk](http://www.fscs.org.uk) or You may contact the FSCS on 0800 678 1100 for further details.

## Data Privacy Notice

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The privacy and security of Your personal information is very important to CLS Property Insight Limited ('CLS'). The details provided here are a summary of how We process – that is collect, use, share, transfer and store – Your information.

For our full Data Privacy Notice please visit Our website <https://cls.co.uk/Content/PDFs/Website/Privacy%20Statement.pdf> or contact our Compliance Manager at: 17 Kings Hill Avenue, Kings Hill, West Malling, ME19 4UA or by email: [Compliance@clspropertyinsight.co.uk](mailto:Compliance@clspropertyinsight.co.uk) or by telephone: 01732 753 910.

Your insurance brokers or other intermediaries (if applicable) may have their own reasons for processing Your personal data. Please contact them directly should You require further information about their uses of Your data.

## Collection of data

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CLS may collect a range of personal and business information supplied by You or third parties on Your behalf. This information may include the following: basic personal details such as Your name, address, telephone number, gender, marital status, and additional information about Your insurance requirements, such as details of Your business.

We will always attempt to explain clearly when and why We need this information and the purposes for which We will use it and where necessary We will obtain Your explicit consent to use personal data.

CLS may also collect data about You, Your business or the insured property from a number of different sources, including but not limited to the electoral roll, third party databases available to the insurance industry, other insurance firms, loss adjusters and/or other parties involved in the process of administrating a claim, as well as publicly available sources.

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## Personal data about others

We may collect data about other individuals, such as Employees, family, or members of Your household. If You give Us information about another person, it is Your responsibility to ensure and confirm that You have told that person why and how CLS uses personal data and that You have that person's permission to provide that data to Us and for Us to process it.

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## Our uses of data

CLS uses the data We collect to operate our business and provide the products We offer. The information We collect may be used for (amongst other purposes) the following: to assess Your application for a quote or product; to evaluate the risk You present; to verify Your identity; to administer Your Policy and deliver our services; to conduct statistical analysis for pricing purposes; to administer claims; and to investigate and resolve complaints.

Should the need arise, CLS may also use data for the following purposes: to collate Your Policy or claims history; to undertake credit referencing or credit scoring and to assist with financial crime and fraud detection.

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## Sharing Your data

If You request a quote, or purchase a product, Your personal information may be shared with and processed by a number of third parties which include but are not limited to regulatory, dispute resolution or law enforcement bodies; other insurance organisations including reinsurers; fraud prevention and credit reference agencies (who may keep a record of the search); or other relevant third parties within our administrative structure.

Your data may be disclosed when We believe in good faith that the disclosure is required by law; necessary to protect the safety of our employees or the public; required to comply with a judicial proceeding, court order or legal process; or for the prevention or detection of crime (including fraud).

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## Transfer and Storage of Your Data Overseas

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all applicable principles of English law. Personal details will not be transferred outside the EEA unless the transfer is to a country which is considered to have equivalent standards with regard to data protection, or We have taken reasonable steps to ensure that suitable data protection standards are in place.

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## Data Retention

CLS will only keep data for as long as it is necessary to continue providing our products and services to You and/or to fulfil our legal and regulatory obligations in line with our data retention policy.

## Data Subject Rights

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You have a number of rights in relation to the information We hold about You. These rights include but are not limited to the right to a copy of Your personal information We hold; to object to the use of Your personal information; to withdraw any permission You have previously provided; and to complain to the Information Commissioner's Office at any time if You are not satisfied with our use of Your information. For a more complete list of Your rights please refer to the full Data Privacy Notice.

Please note that there are times when We will not be able to delete Your information. This may be as a result of a requirement to fulfil our legal and regulatory obligations, or where there is a minimum statutory period of time for which We have to keep Your information. If We are unable to fulfil a request We will always let You know our reasons.

## Changes to this Data Privacy Notice

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We may amend this Data Privacy Notice from time to time for example, to keep it up to date or to comply with legal requirements. Should any significant changes be made to the ways in which CLS processes data from those described at the time of collection, We will post a notice on our website.

SAMPLE

# Insurance Product Information Document

Company: Great Lakes Insurance SE, UK Branch

Product: Identified Non-Coal Mining Minerals (CON29M)

Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. Great Lakes Insurance SE, UK Branch, is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

This Insurance Product Information Document is only intended to provide a summary of the main coverage and exclusions and is not personalised to your specific individual needs in any way. Complete pre-contractual and contractual information on the product is provided in your policy documentation.

## What is this type of insurance?

This policy provides protection to the purchaser of an FCI CON29M Report or an FCI Premium Plus CON29M Report and the Assumed Responsible Person refuses to pay a claim after the Effective Date, in respect of subsidence to the Property due to historical underground Mineral Workings within a 650 metre radius of the Property as it falls outside the provisions of the Coal Mining Subsidence Act 1991 due to (1) subsidence occurring from historical non-coal mineral mining and/or (2) subsidence occurring from historical coal mining but where this activity was ancillary to non-coal mineral mining.



## What is insured?

(see the policy document for full details of the losses covered).

- ✓ The cost of repairs in respect of any Property following a claim by the Purchaser against the Assumed Responsible Person following subsidence but where the Assumed Responsible Person refuses to pay a claim as it falls outside the provisions of the Coal Mining Subsidence Act 1991 as a result of either
  - (a) subsidence occurring from historical non-coal mineral mining and/or
  - (b) subsidence occurring historical coal mining but where this activity was ancillary to non-coal mineral mining.
- ✓ The loss in Market Value of the Property directly attributable to subsidence but where the Assumed Responsible Person refuses to pay a claim as it falls outside the provisions of the Coal Mining Subsidence Act 1991 as a result of either;
  - (a) subsidence occurring from historical non-coal mineral mining and/or
  - (b) subsidence occurring from historical coal mining but where this activity was ancillary to non-coal mineral mining.
- ✓ All other costs and expenses which have been agreed in advance by the Insurer.



## What is not insured?

(see the policy document for full details of the losses that are not covered).

The Insurer will not be liable to indemnify the Search Provider and/or the Insured for:

- ✗ Loss arising from subsidence occurring after the Effective Date which is or would otherwise be recoverable under a buildings insurance policy;
- ✗ Loss arising wholly or partly because of the wilful act or neglect of the Search Provider and/or the Insured;
- ✗ Loss if at the date of a claim the Insured is not the legal or beneficial owner of the Property;
- ✗ Loss in relation to loss of a transaction for the sale or for the purchase of the Property and any costs incurred by the Purchaser in relation to the loss of such transaction;
- ✗ Loss in respect of structural or other physical damage caused to the Property by subsidence or flooding following mining which occurred after the Effective Date;
- ✗ Loss in relation to any change to the FCI CON29M Report or an FCI Premium Plus CON29M Report made after the Effective Date which affects Insurer's responsibility under this Policy, if Insurers would not have been responsible for the Loss before such change;
- ✗ Loss in relation to any change in the interpretation of information upon which the FCI CON29M Report or an FCI Premium Plus CON29M Report was produced provided such information remains unchanged;
- ✗ Loss arising where Search Provider did not include within the FCI CON29M Report or an FCI Premium Plus CON29M Report that a subsidence claim may be deemed ineligible under the Coal Mining and Subsidence Act 1991;
- ✗ Loss for which the Coal Authority may be required to pay by Law;

- ✘ Loss arising where the Assumed Responsible Person has previously repudiated to cover claims for subsidence under the Coal Mining Subsidence Act 1991;
- ✘ Loss arising in respect of coal mineral working which is not ancillary to non-coal mineral working;
- ✘ Loss arising from subsidence in respect of mineral workings which are not contained within the Coal Authority dataset used to compile the FCI CON29M Report or an FCI Premium Plus CON29M Report.



## Are there any restrictions on cover?

! You must only use the property for the insured use.



## Where am I covered?

✓ You are covered at the risk address(es) shown on your schedule of insurance.



## What are my obligations?

- You are required to keep to the conditions as shown in your full policy documentation.
- As soon as any circumstances which are likely to lead to a claim under the policy become known to you, please write with details to the Claims Manager at [claims@clspropertyinsight.co.uk](mailto:claims@clspropertyinsight.co.uk) quoting the policy number. Please be aware of the claims conditions and general conditions of the policy.



## When and how do I pay?

Your search provider will pay the premium directly to us, the Administrator.



## When does the cover start and end?

The cover will start from the effective date as documented in the property schedule of this policy.

The duration of the policy will continue until the purchaser of the FCI CON29M Report or an FCI Premium Plus CON29M Report no longer has an interest in the property.



## How do I cancel the contract?

This policy can be cancelled in accordance with the terms of the FCI CON29M Report or an FCI Premium Plus CON29M Report.