

# REGULATED DRAINAGE & WATER REPORT



## PROPERTY TEST ADDRESS

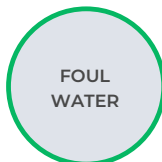


## REPORT SUMMARY

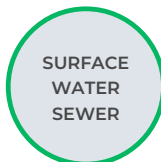
✓ Typical Answers	11
! Advisory	1
⚠ Warning	0
☔ Insured	6



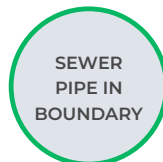
## PROPERTY STATUS



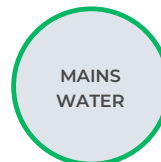
✓ CONNECTED



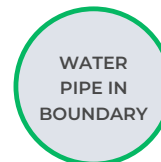
✓ CONNECTED



✓ NO



✓ CONNECTED



✓ NO



## REPORT DETAIL

Client Reference

**TEST**

Created

**30/07/2024**

Prepared For

**SEARCHES UK**



## NEED HELP?

Report ID

**35387**

Prepared By

**SEARCHES UK**

0800 043 1815

[orders@searchesuk.co.uk](mailto:orders@searchesuk.co.uk)

## SUMMARY OF ANSWERS

DRAINAGE		
1	Who Are The Sewerage Undertakers For The Area?	 Southern Water
2	Is A Plan Showing The Location Of The Nearest Public Sewers Included?	 Yes
3	Does Foul Water From The Property Drain To A Public Sewer?	 Yes
4	Does Surface Water From The Property Drain To A Public Sewer?	 Yes
5	Does The Public Sewer Map Indicate Any Public Sewer, Disposal Main Or Lateral Drain Within The Boundaries Of The Property?	 No
6	Does The Public Sewer Map Indicate Any Public Sewer Within 30.48 Metres (100 Feet) Of Any Buildings Within The Property?	 Yes
7	Does The Public Sewer Map Indicate Any Public Pumping Station Or Any Other Ancillary Apparatus Within 50 Metres Of Any Buildings Within The Property?	 Insured
8	Are Any Sewers Or Lateral Drains Serving, Or Which Are Proposed To Serve The Property, The Subject Of An Existing Adoption Agreement Or An Application For Such An Agreement?	 No
9	Is The Building Which Is, Or Forms Part Of The Property, At Risk Of Internal Flooding Due To Overloaded Public Sewers?	 Insured
10	Please State The Distance From The Property To The Nearest Boundary Of The Nearest Sewage Treatment Works.	 Insured
11	Will The Basis For Charging For Sewerage Services At The Property Change As A Consequence Of A Change Of Occupation?	 Insured
WATER		
12	Who Are The Water Undertakers For The Area?	 Southern Water
13	Is A Plan Showing The Location Of The Nearest Water Assets Included?	 Yes
14	Is The Property Connected To Mains Water Supply?	 Yes
15	Are There Any Water Mains, Resource Mains Or Discharge Pipes Within The Boundaries Of The Property?	 No
16	Is The Property At Risk Of Receiving Low Water Pressure Or Flow?	 Insured
17	What Is The Classification Of The Water Supply For The Property?	 See Q.17
18	Will The Basis For Charging For Water Services At The Property Change As A Consequence Of A Change Of Occupation?	 Insured

## DRAINAGE

### 1 Who Are The Sewerage Undertakers For The Area?

 Southern Water

### 2 Is A Plan Showing The Location Of The Nearest Public Sewers Included?

 Yes, a plan is included within this report

The approximate location of Public Sewers are shown on the plan, where applicable.

Public Sewers are defined as those for which the Sewerage Undertaker holds statutory responsibility under the Water Industry Act 1991.

The Sewerage Undertaker is not generally responsible for rivers, watercourses, ponds, culverts or highway drains. If any of these are shown on the plan, they are shown for information only.

Assets other than Public Sewers may be shown on the plan for information.

### 3 Does Foul Water From The Property Drain To A Public Sewer?

 Yes, records inspected indicate that foul water from the property does drain to a public sewer

The Sewerage Undertaker is not responsible for any private drains and sewers that connect the property to the public sewerage system and does not hold details of these. The property owner will normally have sole responsibility for private drains serving the property.

If foul water does not drain to a public sewer, the property may rely on a cesspit or septic tank.

This response is inferred from inspecting the Sewerage Undertaker's records.

### 4 Does Surface Water From The Property Drain To A Public Sewer?

 Yes, records inspected indicate that surface water from the property does drain to a public sewer

If the property was constructed after 06/04/2015 the Surface Water drainage may be served by a Sustainable Drainage System (SuDS). Further information may be available from the developer or question 3.3 of the CON29 from 04/07/2016.

The Sewerage Undertaker is not responsible for private drains and sewers that connect the property to the public sewerage system, and do not hold details of these.

It is the responsibility of the homeowner to notify the Sewerage Undertaker should they believe that Surface Water does not drain to the Public Sewer. The charge for Surface Water drainage will still be payable if the property drains only partially to the Public Sewer, as well as to a soakaway or to the ground.

If on inspection the buyer finds that the property is not connected for Surface Water drainage, the property may be eligible for a rebate of the Surface Water drainage charge and they should contact the Sewerage Undertaker.

If Surface Water does not drain to the public sewerage system, the property may have private facilities in the form of a soakaway or a private connection to a watercourse.

For further information on Surface Water drainage, please visit the Ofwat website: <https://www.ofwat.gov.uk/households/your-water-bill/surfacewaterdrainage/>

### 5 Does The Public Sewer Map Indicate Any Public Sewer, Disposal Main Or Lateral Drain Within The Boundaries Of The Property?

 No, records inspected show that there is no public sewer, disposal main or lateral drain within the boundary of the property

On 01/10/2011, Private Sewers that serve a single property and lie outside the boundary of that property, were transferred into public ownership.

Therefore, there may be additional Public Sewers, disposal mains or lateral drains which are not recorded on the Public Sewer map, but which may prevent or restrict development of the property.

The presence of a Public Sewer running within the boundary may restrict further development. The Sewerage Undertaker has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the company or its contractors needing to enter the property to carry out work.

Sewers indicated on the drainage plan as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer.

Please note if the property was constructed after 01/07/2011 any sewers and/or lateral drain within the boundary of the property are the responsibility of the homeowner.

**6 Does The Public Sewer Map Indicate Any Public Sewer Within 30.48 Metres (100 Feet) Of Any Buildings Within The Property?**

 Yes, records inspected show that there is a public sewer within 30.48 metres (100 feet) of a building within the property

On 01/10/2011 private sewers were transferred into public ownership, therefore there may be additional lateral drains and/or Public Sewers which are not recorded on the Public Sewer map but are also within 30.48 metres (100 feet) of a building within the property boundary.

The presence of a Public Sewer within 30.48 metres (100 feet) of any building within the boundary of the property can result in the Local Authority requiring a property to be connected to the Public Sewer.


The measure is estimated from the Ordnance Survey record, between any building within the boundary of the property and the nearest Public Sewer. Sewers indicated on the drainage plan as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer.

**7 Does The Public Sewer Map Indicate Any Public Pumping Station Or Any Other Ancillary Apparatus Within 50 Metres Of Any Buildings Within The Property?**

 Insured - please refer to the insurance policy appended to this report

A response to this question is not readily available and is covered by the Insurance Policy included within this report.

**8 Are Any Sewers Or Lateral Drains Serving, Or Which Are Proposed To Serve The Property, The Subject Of An Existing Adoption Agreement Or An Application For Such An Agreement?**

 No, the property appears to be part of an established development and not subject to an adoption agreement

This enquiry is of interest to purchasers of new properties who will want to know whether or not the property will be linked to a Public Sewer.

Where the property is part of a very recent or ongoing development and the sewers are not the subject of an adoption application, buyers should consult with the developer to ascertain the extent of public drains and sewers for which they will hold maintenance and renewal liabilities.

On 01/10/2011 all foul Section 104 sewers laid before 01/07/2011 were transferred into public ownership, excluding those that discharge to a privately owned sewage treatment or collection facility. All surface Section 104 sewers that do not discharge to a public watercourse were also transferred. There may be additional Public Sewers, disposal mains or lateral drains which are not yet recorded on the Public Sewer map or Public Sewers that still show as Section 104 sewers.

Final adoption is subject to the developer complying with the terms of the adoption agreement under Section 104 of the Water Industry Act 1991.

**9 Is The Building Which Is, Or Forms Part Of The Property, At Risk Of Internal Flooding Due To Overloaded Public Sewers?**

 Insured - please refer to the insurance policy appended to this report

A response to this question is not readily available and is covered by the Insurance Policy included within this report.

**10 Please State The Distance From The Property To The Nearest Boundary Of The Nearest Sewage Treatment Works.**

 Insured - please refer to the insurance policy appended to this report

A response to this question is not readily available and is covered by the Insurance Policy included within this report.

**11 Will The Basis For Charging For Sewerage Services At The Property Change As A Consequence Of A Change Of Occupation?**

 Insured - please refer to the insurance policy appended to this report

A response to this question is not readily available and is covered by the Insurance Policy included within this report.

## WATER

### 12 Who Are The Water Undertakers For The Area?

 Southern Water

### 13 Is A Plan Showing The Location Of The Nearest Water Assets Included?

 Yes, a plan is included within this report

The approximate location of Public Water Mains are shown on the plan, where applicable. Records inspected show known Public Water Mains in the vicinity of the property.

The Water Mains in this context are those which are vested in and maintainable by the Water Undertaker under statute.

Water Undertakers are not responsible for private supply pipes connecting the property to the public water main and do not hold details of these.

These may pass through land outside of the control of the seller or may be shared with adjacent properties. The buyer may wish to investigate

whether separate rights or easements are needed for their inspection, repair or renewal.


Assets other than Public Water Mains may be shown on the plan, for information only.

### 14 Is The Property Connected To Mains Water Supply?

 Yes, records inspected indicate that the property is connected to mains water supply

This response is inferred from inspecting the Water Undertaker's records.

### 15 Are There Any Water Mains, Resource Mains Or Discharge Pipes Within The Boundaries Of The Property?

 No, records inspected indicate that there is no water main, resource main or discharge pipe within the boundaries of the property


The presence of a Public Water Main running within the boundary of the property may restrict further development. The Water Undertaker has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the company or its contractors needing to enter the property to carry out work.

### 16 Is The Property At Risk Of Receiving Low Water Pressure Or Flow?

 Insured - please refer to the insurance policy appended to this report

A response to this question is not readily available and is covered by the Insurance Policy included within this report.

### 17 What Is The Classification Of The Water Supply For The Property?

 For information on the water hardness for the area please visit <https://www.southernwater.co.uk/how-hard-is-your-water>

Rain water is naturally soft but once it falls on the ground and filters through rocks it picks up natural minerals, such as calcium and magnesium. The hardness of the water supply depends on the local landscape. More information can be found on the Water Undertakers website

### 18 Will The Basis For Charging For Water Services At The Property Change As A Consequence Of A Change Of Occupation?

 Insured - please refer to the insurance policy appended to this report

A response to this question is not readily available and is covered by the Insurance Policy included within this report.

DRAINAGE & WATER PLAN



© Crown Copyright And Database Rights 2021 Ordnance Survey AC0000853986  
Reproduced With The Permission Of HM Land Registry

- |  |   |
|--|---|
|  Combined Sewer                  |  Water Main         |
|  Foul Sewer                      |  Private Water Main |
|  Surface Water Sewer             |   |
|  Combined Section 104 Sewer      |   |
|  Foul Section 104 Sewer          |   |
|  Surface Water Section 104 Sewer |   |
|  Abandoned Sewer                 |   |
|  Rising Main Sewer               |   |
|  Private Sewer                   |   |

## GLOSSARY OF COMMON SEWERAGE AND WATER TERMS

**COMBINED SEWER** – A sewer that carries both Foul and Surface Water.

**FOUL WATER** – This is the water that comes from toilets, sinks and baths within the property. If the foul water does not drain to a Public Sewer, the property may be serviced by a cesspit or septic tank.

**MAINS WATER** – This is the water that comes from the public supply. If the property is not connected to the public supply, it may be serviced via a private spring or borehole.

**PRIVATE SEWERS** – If the sewer within the boundary serves a single property, the sewer is defined as private. If there's a Private Sewer within the property boundary, the property owner owns the sewer and is responsible for maintenance. This also applies to shared sewers if they were connected to the Public Sewer after 01/07/2011.

**PUBLIC SEWERS** – A public sewer is defined as all the sewers outside the boundary of the property and any shared sewers within the property boundary (provided the latter were connected to the public sewer before 01/07/2011).

**SECTION 104 AGREEMENT** – is an agreement between the owners of a private sewer (usually a property developer) and the Sewerage Undertaker. The agreement states that, once the developer has constructed the sewer to an agreed standard and maintained it for an agreed period, the Sewerage Undertaker will adopt it and it will become a public sewer. Before this happens, the sewer remains private, owned by the developer.

**SURFACE WATER** – This is rainwater that runs off the land and roof of the property. If the Surface Water does not run into a Public Sewer, the method of draining should be checked to avoid any risk of flooding.

**SUSTAINABLE DRAINAGE SYSTEM** – Rather than Surface Water (rainwater) running straight into the sewers, Sustainable Drainage Systems (also known as SuDS) slow down the water flow, absorbing it or holding it back in ponds or other landscape features. This helps to reduce the risk of flooding and of pollution caused by Surface Water carrying waste into watercourses.

## SOURCES OF INFORMATION

This report has been compiled by inspecting the Public Sewer Map and where applicable, the Public Map of Water Works.

## TYPICAL ANSWER, ADVISORY, WARNING & INSURED EXPLANATION

A Typical Answer is an expected response to the question and not usually considered to be of concern.

An Advisory is a response that usually requires further consideration.

A Warning is a response of concern that needs further consideration.

Insured shows the question is covered by the attached insurance policy.

These answer category types are for reference purposes only with the intention to aid interpretation of the report.

## INSURANCE POLICY

This report includes an insurance policy that provides protection of up to £2m, for adverse entries that would have been disclosed in a CON29DW directly obtained from the Sewerage and Water Undertakers, on or before the date this report was compiled.



## CLIENT CARE INFORMATION & TERMS OF BUSINESS

### 1 Information about Searches UK

- 1.1 We are Searches UK Ltd, a company incorporated in England and Wales. References in these terms of business to "we", "us" and "our" should be construed as references to Searches UK Ltd. Our company number is 06603553 and our VAT number is 884244110. Our registered office Bevan House Kettering Parkway, Kettering NN15 6XR. Our contact telephone number is 0800 043 1815. Our website address is [www.searchesuk.co.uk](http://www.searchesuk.co.uk) and our online ordering platform can be located at [www.searchesuk.elantechgroup.co.uk](http://www.searchesuk.elantechgroup.co.uk) (the "Website").
- 1.2 Searches UK Ltd is an Appointed Representative of Northcott Beaton Ltd, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 306740.

### 2 Standards of service

- 2.1 We operate an overarching philosophy to provide solicitors and conveyancers throughout the UK with conveyancing searches that are professional, full data searches. Our aim is always to provide searches which are competitively priced and supplied with a first-class service, backed by our friendly customer care team for before, during and after sales support and client care. We provide searches in a manner that suits you – we can supply your conveyancing searches to you via our online ordering system or via email. It is always our intention to provide you with a quality service which is fast, accurate and professional at all times. We will keep you informed of the progress of your order and return it to you as soon as possible after we receive it. We are on hand, either by telephone or email, to help with any queries you may have.
- 2.2 We are committed to acknowledging all emails within 4 working hours and resolving queries as soon as possible thereafter. We have a dedicated Client Care Team dealing with all queries you may have. Phone calls will be answered within office hours and any voicemails left out of hours will be dealt with within the 4 working hour SLA. Our offices are open 9am – 5pm Monday to Friday.

### 3 Professional standards

- 3.1 Searches UK are members of COPSO and are registered with the Property Codes Compliance Board as a subscriber to the Search Code. In providing search reports and services we will comply with the Search Code.
- 3.2 All of the company's third-party organizations and search agencies work to the same Contract & Service Level Agreements and subscribe to the Search Code or adhere to Search Code equivalent principles.

### 4 Concerns about service

- 4.1 We are committed to providing a high-quality service to all our clients. We follow the core principles of the Search Code, which includes handling complaints speedily and fairly. If you have reason to complain, please contact us with details and we will respond to you within 5 working days to acknowledge your concerns, and within 20 working days to hopefully resolve any issues. If you remain dissatisfied with our final response, you may refer your complaint to The Property Ombudsman Scheme (TPOS) Web: [www.tpos.co.uk](http://www.tpos.co.uk); Tel: 01722 333 306, Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk). We will co-operate fully with the Ombudsman during an investigation and comply with the Ombudsman's final decision.

### 5 Professional indemnity insurance

- 5.1 Searches UK carries £2 million insurance cover for your added protection and peace of mind. This applies to every search ordered through us. We are currently insured with HCC Tokio Marine (Policy Number PI23R727999).



## 6 **Confidentiality**

- 6.1 Confidential information received in relation to your business and/or clients will be treated as confidential. By your acceptance of these terms of business you agree that we may disclose to other persons involved in providing our services and/or searches such information we consider necessary to enable us to do so. We may also disclose your information to members of our group of companies or in order to comply with any legal or regulatory obligations. Subject to this we shall not disclose information to any other party without your consent.
- 6.2 External firms or organisations may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to our clients. We can give no guarantee regarding the confidentiality, security or otherwise of email communications which we often use to speed the process.

## 7 **Data Protection**

- 7.1 We use the information you provide for the provision of our services in accordance with your instructions and for related purposes including updating and enhancing client records, analysis to help us manage our business, statutory returns and for legal and regulatory compliance purposes. Our use of that information is subject to your instructions; the provisions of the General Data Protection Regulations (GDPR) 2018 and our duty to observe confidentiality. Our work on your behalf may require us to give information to third parties. You have the right of access under data protection legislation to the personal data we hold about you. We may send you information which we think may be of interest to you. Please notify our office if you do not wish to receive such information.

## 8 **Equality and Diversity**

- 8.1 This firm is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees, and is required to produce a written equality and diversity policy. Please contact us if you would like us to send you a copy of that policy.

## 9 **Ordering From Us**

- 9.1 These terms of business apply when you place an order with us via our online ordering system or by email.
- 9.2 Your order will be deemed to have been placed with us whenever we receive from you an email or an order placed via our online ordering system setting out the products and/or services you wish to order. Once we have received an order from you, we will send you an order acknowledgement email (an "**Acknowledgement Email**").
- 9.3 When you place an email order with us, you must include the following information:
- Full postal address including postcode, a location plan of the property with the individual property clearly outlined in red, details of required searches and any additional road names you require to be included should you be ordering a local search.
- You may like to provide us with your own reference when placing orders to enable you to locate reference when it comes to accounting. Should no location plan be included, the company will not accept responsibility for any errors or omissions in the results of the search.
- 9.4 Our acceptance of an order takes place when we have sent you an Acknowledgement Email. When we acknowledge the order the purchase contract will be made.
- 9.5 The fees payable by you for products and services ordered will be set out on your invoice and will also have been provided to you at the time you opened your account with Searches UK.
- 9.6 We may at our discretion refuse to accept an order, including without limitation for the following reasons:
- (a) where goods are not available;

- (b) where we cannot obtain authorisation for your payment;
- (c) if there has been a pricing or product description error; or
- (d) if you do not meet any eligibility criteria provided to you or set out on our Website.

9.7 Search Reports can be downloaded from the online ordering platform and a copy will also be returned to the user who ordered the search via email. The company does not provide hard copies free of charge.

## **10 Payment**

10.1 Following our Acknowledgement Email we will invoice you for your order. Invoices must be paid within 30 days of the date of our invoice. You may make payment to us by direct debit, cheque, credit/debit card or BACS. We reserve the right to charge late payment fees of 15% on invoices which remain unpaid over 30 days, put your account on hold should monies be owed to us and/or withhold results until payment has been received.

10.2 Products provided to you pursuant to an order will be provided to you electronically in the format of a PDF.

10.3 Orders placed incorrectly and/or without subsequent cancellation or amendment will be carried out as per instruction and invoiced accordingly.

## **11. Pricing**

11.1 All prices include VAT (where applicable) at the current rates. We reserve the right to express the price exclusive of VAT, but we shall show VAT separately and include it in the total price.

11.2 Where we charge separately for packing, carriage and insurance and other relevant charges, the appropriate rates are set out in our specified pricing structure shown elsewhere on the Website.

11.3 Our prices are reviewed periodically.

## **12. Cancellation and returns policy**

12.1 If you wish to cancel your order you must either notify us by email or telephone that you wish to cancel the order. We will do our utmost to cancel searches, and we will credit any searches able to be cancelled. We reserve the right to charge you for all costs incurred by us in relation to the order.

12.2 Please note that once you have received any products ordered you shall not be entitled to a refund, as our products will be personalised for you. The provisions of this clause do not affect your statutory rights.

## **13 Use of our Website**

13.1 You are permitted to print and download extracts from our Website for your own use on the following basis:

- (a) no documents or related graphics on the website are modified in any way;
- (b) no graphics on the website are used separately from accompanying text; and
- (c) any of our copyright and trademark notices and this permission notice appear in all copies.

13.2 Unless otherwise stated, the copyright and other intellectual property rights in all material on our Website (including without limitation photographs and graphical images) are owned by us or our licensors. For the purposes of these terms of business, any use of extracts from our Website other than in accordance with this clause 14 for any purpose is prohibited. If you breach any of the terms in these terms of business, your permission to use our Website automatically terminates and you must immediately destroy any downloaded or printed extracts from the website.

- 13.3 Subject to clause 13.1 no part of the Website may be reproduced or stored in any other Website or included in any public or private electronic retrieval system or service without our prior written permission.

#### **14. Disclaimer**

- 14.1 While we endeavour to ensure that the information on our Website is correct, we do not warrant the accuracy and completeness of the material on our Website. We may make changes to the material on our Website, or to the products and prices described in it, at any time without notice. The material on our Website may be out of date, and we make no commitment to update such material.
- 14.2 The material on our Website is provided, as is, without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with the Website on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for these terms of business might have effect in relation to our Website.

#### **15. Liability**

- 15.1 Nothing in these terms limits or excludes our liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.
- 15.2 We will not be liable to you in contract, tort (including, but not limited to negligence), misrepresentation or otherwise for any indirect loss of any kind (including, but not limited to loss of profit, business, goodwill, contracts, revenue or anticipated savings), any damage to your reputation or goodwill, any product recall costs or any other special, indirect or consequential loss (whatsoever or howsoever caused) which arise out of or in connection with these terms of business.
- 15.3 You acknowledge and agree that we do not take any steps to verify the accuracy or completeness of any information provided to us by third parties. We shall not be liable to you whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising in connection with incomplete, inaccurate or incorrect information provided to it by third parties.
- 15.4 Subject to the provisions in this clause 16.1 to 16.3 our total liability in contract, tort (including, but not limited to negligence) will be limited to the price paid on the individual order.
- 15.5 The company aims to return all search results as quickly as possible. The company will not accept liability for any loss, financial or otherwise, incurred by the client, as a result of delayed search results.

#### **16. Governing Law and Jurisdiction**

- 16.1 These terms of business shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms of business shall be subject to the exclusive jurisdiction of the English courts.

#### **17. Miscellaneous**

- 17.1 You may not assign, sub-license or otherwise transfer any of your rights under these terms of business.
- 17.2 If any provision of these terms of business is found by any court of competent jurisdiction to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions which shall continue to have full force and effect.
- 17.3 These terms of business constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- 17.4 No variation of these terms of business shall be effective unless it is in writing and signed by both parties (or their authorised representatives).
- 17.5 Only the parties to these terms of business may seek to enforce them under the Contracts (Rights of Third Parties) Act 1999.

Third Party Terms: <https://www.elanconvey.co.uk/third-party-terms.pdf>

#### **Additional Terms and Conditions- Regulated Local Authority Search only**

1. The information contained in the Local Authority Search Report has been obtained by a personal inspection of public and other registers made available by the local authority and any other relevant organizations in the public domain. The company accepts no responsibility for revealing incomplete or inaccurate information, where the error is a direct result of defective source material.
2. In the event that certain Con29 Part 1 questions cannot be answered due to Local Authority or other restrictions a note of the restriction and method of obtaining said answers will be included in the report.
3. Where information has been sourced from additional sources, the company will inform you of these sources within the report.
4. Where additional information forms an essential part of a search, it is the obligation of the client to inform the company at the outset.
5. Where such information is readily available at no cost, (e.g. adopted sewers, public rights of way etc.) it will be included within the results of a standard search with no charge.
6. Where such information is only available at an additional cost/time element, the company undertakes to inform the client of any additional fees that may be chargeable for obtaining such information up front.
7. Where the client requests 'copy documents' from the Local Authority, the company undertakes to inform the client in advance of any additional fees chargeable for this service.
8. Where the client requests additional Con 29 pt II enquiries, the company undertakes to inform the client of any additional fees at the point of order.
9. The Insured should be aware that this search report has the benefit of a property specific Insurance Policy as set out in the following pages of the report. The documentation should be read thoroughly before any contact is made with the parties mentioned in order to ensure the Insured does not render the Insurance Policy void or reduce a potential claim by their action. If the Insured wishes to make a claim as per the attached property specific Insurance Policy, the Insured must advise the insurer in writing as soon as possible after becoming aware of any claim, or circumstance which might entitle that Insured to make a claim under the policy. In the event that the insured suffers a material loss due to:
  - (a.) any negligent or incorrect entry in the records searched; Please revert to the Local Authority shown on the front page of the report under "Local Authority" or;
  - (b.) any negligent or incorrect interpretation of the records searched; Please revert to the Search Agent shown on the front page of the report under "Compiled By" or;
  - (c.) any negligent or incorrect recording of that interpretation in the search report; Please revert to the Search Agent shown on the front page of the report under "Compiled By"
10. The company and any third party Search Agents liability will be limited to an amount not exceeding £2 million in respect of any individual claim.
11. If the Client chooses not to disclose the value of the property in the order process, the company will assume the value is less than £2 million. If the Client subsequently discovers that the property



value exceeds £2 million, they must inform the company within 7 days of receipt of the Regulated Local Authority Search report. The company reserves the right to charge the Client an additional premium to cover the increased insurance risk or may not be able to provide increased insurance.

12. Please Note: This search reports information on planning and other matters relating to the subject property only. If required, information relating to other properties in the vicinity can be supplied on receipt of a separate search request.

### **IMPORTANT CONSUMER PROTECTION INFORMATION**

This search has been produced by Searches UK, Basepoint Business Centre, Little High Street, Shoreham-by-Sea, West Sussex, BN43 5EG, Tel: 0845 241 1815, Email: [enquiries@searchesuk.co.uk](mailto:enquiries@searchesuk.co.uk), 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 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



# SearchesUK

Salisbury  
Wiltshire  
SP1 2BP

Tel: 01722 333306  
Fax: 01722 332296  
Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)  
Website: [www.tpos.co.uk](http://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 COMPLAINTS PROCEDURE

If you want to make a complaint, we will:

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

Complaints should be sent to:

Kayleigh Elliott  
Operations Support Manager  
Searches UK,  
Basepoint Business Centre  
Little High Street  
Shoreham-by-Sea  
West Sussex  
United Kingdom  
BN43 5EG

Tel: 0800 043 1815  
Email: [kayleigh.elliott@searchesuk.co.uk](mailto:kayleigh.elliott@searchesuk.co.uk)

If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs):

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

Tel: 01722 333306  
Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

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

## Personal Search Insurance (Drainage and Water Search)


### Schedule

**Policy Number: SAMPLE POLICY**

<b>Insurer</b>	Great Lakes Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
<b>Search Provider</b>	The company who issued the Search Report, being the company named on the front page of the Search Report, being a licensee of Elan Technology Group Limited (company number 12866092 whose registered office is at 2 Saffron Court, Wombwell, Barnsley S73 0AP).
<b>Insured/You/Your</b>	<p>The person or organisation for whom the Search Report was produced who may be:</p> <ul style="list-style-type: none"> <li>(i) the owner, lessee or occupier of the Property</li> <li>(ii) the potential or actual buyer of the Property</li> <li>(iii) a Mortgagee</li> </ul> <p>and added to the Declaration attaching to the Master Policy by the Search Provider.</p>
<b>Property</b>	The Property to which a Search has been carried out and which has been added to the Declaration attaching to the Master Policy by the Search Provider
<b>Limit of Indemnity</b>	The Fair Market Value of Your Property at the Inception Date subject to a maximum of £2,000,000.00.
<b>Premium</b>	None paid by the Insured.
<b>Inception Date</b>	Being the date that the Search Report was compiled and the date added to the Declaration attaching to the Master Policy by the Search Provider.
<b>Period of Insurance</b>	From the Inception Date and continuing for the period of Your interest in the Property or until an Alternative Report is obtained whichever occurs first.
<b>Insured Use</b>	The continued use of Your Property for residential, commercial or mixed use purposes in England and Wales.

**This Policy is the contract between You and the Insurer and it includes the Schedule and any endorsement, extension, plan or appendix issued with it.**

**This Policy is effected by CLS Property Insight Limited as underwriting agent via ERGO UK Specialty Limited on behalf of Great Lakes Insurance UK Limited. ERGO UK Specialty Limited and Great Lakes Insurance UK Limited are part of the Munich Re Group, one of the leading reinsurers and risk carriers worldwide.**

  
**T. Plews, Director**  
 Signed by CLS Property Insight Limited on  
 behalf and with the authority of the Insurer





## Definitions

---

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, company number 06993053 with registered office at 85 Great Portland Street, London, W1W 7LT. 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 or by post also to 26 Kings Hill Avenue, West Malling, Kent, ME19 4AE at all times as authorised underwriting agents and administrators for ERGO UK Specialty Limited on behalf of the Insurer with no liability under this Policy.
<b>Adverse Matter</b>	<ol style="list-style-type: none"> <li>1. Any matter(s) having a detrimental effect on the Fair Market Value of Your Property, that would or should have been disclosed in an Official Search Report had one been carried out in relation to the Property on the policy Inception Date, but was not disclosed in the Search Report: <ol style="list-style-type: none"> <li>(i) 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 Inception Date; and/or</li> <li>(ii) because the Appropriate Authority, for the Search Report, did not provide answers to the following questions, for the purposes of the Search Report at the policy Inception Date <ol style="list-style-type: none"> <li>a) 2.5.1 - Does the public sewer map indicate any public pumping station or any other ancillary apparatus within 50m of any buildings within the property?; and/or</li> <li>b) 2.8 - Is the building which is or forms part of the property at risk of internal flooding due to overloaded public sewers?; and/or</li> <li>c) 2.9 - Please state the distance from the property to the nearest boundary of the nearest sewage treatment works?; and/or</li> <li>d) 3.4 - Is the property at risk of receiving low water pressure or flow?; and/or</li> <li>e) 4.5 - Will the basis for charging for sewerage and water services at the property change as a consequence of a change of occupation?</li> </ol> </li> </ol> </li> </ol>
<b>Alternative Report</b>	A Search Report or Official Search Report carried out on the Property after the Inception Date.
<b>Appropriate Authority</b>	The statutory authority or authorities responsible for maintaining the registers forming the subject matter of the Search Report.
<b>Declaration</b>	The monthly declaration submitted by the Search Provider to the Insurer via the Administrator.
<b>Fair Market Value</b>	The Fair Market Value of Your interest in the Property as determined by a surveyor acting as sole arbitrator appointed by agreement between You and Us failing which in accordance with the relevant statutory provisions on force at the time.
<b>Loss</b>	Any financial Loss You sustain solely and directly due to Your reliance on the Search Report subject to the terms, conditions and exclusions in this Policy including but not limited to costs of demolishing, altering or reinstating any part of Your Property to comply with any order made by an Appropriate Authority, any reduction in the Fair Market Value of Your Property solely and directly attributable to an Adverse Matter together and any legal or professional costs incurred with the Administrators consent.
<b>Master Policy</b>	Policy Number GESI 0037077CV which the Search Provider has added to a Declaration submitted to the Administrator each month.
<b>Mortgagee</b>	Any financial institution which has a mortgage or charge secured on the Property on or after the Inception Date.
<b>Official Search Report</b>	Direct responses from an Appropriate Authority to an application made to it under forms CON29(DW).
<b>Registers</b>	Registers maintained by an Appropriate Authority which are the subject matter of a Search Report.
<b>Search Report</b>	The information provided by the Search Provider in respect of the information obtained from the drainage and water company with regards to search forms CON29(DW).

## Cover

---

Provided the Premium and Insurance Premium Tax have been paid to the Administrator within 30 days of the Inception Date or another period to which the Insurer has agreed in writing, the Insurer will indemnify the Insured for Loss.

## Protection for Mortgagees and Successors in Title

---

Notwithstanding the Exclusions set out below, the Insurer will not avoid liability to an Insured under this Policy for claims resulting from any act, omission or misrepresentation committed or made by any other person unless that person acted on behalf of the Insured or with the knowledge or consent of the Insured or the Insured had knowledge of that act, omission or misrepresentation at the time when the Insured acquired the benefit of this Policy.

The Insurer will not refuse to pay a claim to a mortgage lender because of a breach of the conditions of this Policy, unless that mortgage lender was responsible for, or consented to, or had knowledge of the breach in question.

## Exclusions

---

1. The Insurer will not pay Loss in connection with a Property that is not located in England and Wales.
2. The Insurer will not pay Loss attributable to any error in the creation of the Search Report by the Search Provider.
3. The Insurer will not pay Loss suffered by You in respect of any Adverse Matter:
  - (a) disclosed to You in Your Search Report; and/or
  - (b) which You were aware of (other than notice of knowledge imputed by statute) at the Inception Date; and/or
  - (c) which first arose after the Inception Date; and/or
  - (d) which would not have been revealed in relation to any question or enquiry contained in the Search Report; and/or
  - (e) contained in any other report under forms CON29(DW) provided to You or Your advisers prior to the Inception Date; and/or
  - (f) any matter that would not have been disclosed under forms CON29(DW).
4. Loss arising from the financial failure, insolvency or bankruptcy of the Search Provider. For the avoidance of doubt, this exclusion will not apply where a claim is made by the Insured to the Insurer.
5. Loss which is recoverable by You under any buildings insurance policy covering Your Property.
6. The Insurer will not pay Loss in connection with any matters which would or should have been disclosed in replies to enquiries on the TA6 Property Information Form (or similar).
7. Any consequential Loss or penalty interest suffered by You.
8. This Policy does not cover any Loss and/or any legal liability caused by or arising out of or in connection with any of the following:
  - (a) any malicious or non-malicious electronic data activity (including computer system failure and/or a cyber incident), including but not limited to any action taken in controlling, preventing, suppressing or remediating any cyber act or incident.
  - (b) Radioactivity, including but not limited to contamination by radioactivity from any nuclear fuel, waste, weaponry or equipment.
  - (c) War, invasion, civil war, rebellion, revolution or a similar event.
  - (d) any act of terrorism, meaning an act including but not limited to the use of force, violence and/or threat, of any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government or to put the public, or any section of the public, in fear.
9. The Insurer will not provide any insurance cover or benefit and will not pay any sum if doing so would mean that the Insurer is in actual or potential contravention of any sanction, prohibition or restriction imposed by any law or regulation applicable to the Insurer.

## Claims Conditions

---

When You make a claim under this Policy You must adhere to the claims conditions listed below. If You do not adhere to these claims conditions the Insurer may reject Your claim or reduce the amount of Loss that it pays to the extent that the breach of these conditions is responsible for increasing the amount of Loss.

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 participate fully in any dealings (including but not limited to a defence, negotiation or settlement of an Adverse Interest) in relation to an Insured Risk 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 Insured Risk or Adverse Interest 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 an Insured Risk or Adverse Interest 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 an Insured Risk or Adverse Interest 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 an Adverse Interest;
  - (vi). Provide the Insurer with such other information and assistance in connection with an Insured Risk or Adverse Interest as the Insurer may reasonably request.
3. 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 wholly or partly in respect of the Insured Risk the Insurer will be liable to pay or contribute in respect of a claim under this Policy only rateably with such other insurance.
4. 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

---

The following general conditions apply to this Policy. If You do not adhere to these general conditions the Insurer may reject Your claim or reduce the amount of Loss that it pays to the extent that Your breach of these conditions is responsible for increasing the amount of Loss.

1. The Insurer and Insured agree that each will, where required to take any action or provide its consent or compliance, do so reasonably and without undue delay.
2. It is condition precedent to any liability of the Insurer under this Policy that the Insured will not, without the written consent of the Insurer:
  - a. disclose the existence of this Policy, other than to:
    - i. the Insured's employees, directors, managers, legal advisers, representatives, agents, valuers, auditors, and other professional advisers,
    - ii. the Insured's mortgagees or, prospective mortgagees,
    - iii. prospective purchasers, their mortgagees/prospective mortgagees,
    - iv. prospective tenants and tenants, their mortgagees/prospective mortgagees,
    - v. employees, directors, managers, legal advisers, representatives, agents, valuers, auditors, and other professional advisers of any of the parties cited in this condition;
  - b. communicate on any matter regarding an Insured Risk with any party who, it is reasonable to believe, may be entitled to assert an Adverse Interest;
  - c. make an application to any court or the Upper Tribunal (Land Chamber) or the Land Registry in respect of an Insured Risk.
3. 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.
4. The total liability of the Insurer in respect of all claims made or sums payable under this Policy will not exceed, in the aggregate, the Limit of Indemnity.
5. 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.
6. The Insured will take reasonable steps to mitigate Loss provided that where such steps are taken at the request of the Insurer and after the notification of an Adverse Interest the cost of such steps and any financial loss suffered by the Insured attributable to such steps will be borne by the Insurer to the extent that they do not constitute Loss.
7. The Insurer may, at its discretion, with the prior consent of the Insured, take any reasonable steps which it considers necessary to mitigate 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 an Insured Risk). For the avoidance of doubt the costs of such steps and any financial loss suffered by the Insured attributable to such steps will be paid by the Insurer to the extent that they do not constitute Loss. By taking any action under the condition the Insurer will not be taken to have conceded any liability or waived any provision of this Policy.
8. If the Insurer agrees or is obliged to make any payment to or on behalf of an Insured because of an Insured Risk, the Insurer will immediately be subrogated to any rights which that Insured may have in relation to that Insured Risk.
9. If any dispute arises as to Fair 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.
10. 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

---

If cancellation/termination is required, the Insured should contact the Administrator at [cancellations@clspropertyinsight.co.uk](mailto:cancellations@clspropertyinsight.co.uk).

## Making a Claim

---

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

---

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 01732 753 910 or by post to CLS Property Insight Limited, 26 Kings Hill Avenue, West Malling, Kent, ME19 4AE. 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:

Complaints Manager, ERGO UK Specialty Limited Munich RE Group Offices by post to 10 Fenchurch Avenue London, EC3M 5BN, or by email to [complaints@ergo-commercial.co.uk](mailto:complaints@ergo-commercial.co.uk), or telephone them on 020 3003 7130.

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)

The existence, and Your use of, this complaints process is without prejudice to Your other rights under this insurance and to Your rights in law.

## Financial Services Compensation Scheme (FSCS)

---

Great Lakes Insurance UK Limited 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

---

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: 26 Kings Hill Avenue, West Malling, Kent, ME19 4AE 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 role, 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

---

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.

## **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**

---

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**

---

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.

## Insurance Product Information Document

**Company:** Great Lakes Insurance UK Limited

**Product:** Personal Search Insurance

Great Lakes Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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?

The policy provides cover for loss arising as a result of:-

- i. inaccurate information being disclosed in your drainage and water search at the inception date which your search provider relied upon when compiling your search report which later causes a reduction in market value to the property; and or
- ii. missing answers to certain questions of your drainage and water search (please refer to "Adverse Matter" in the full policy document for the relevant questions) at the inception date, following the drainage and water authority not providing answers which later causes a reduction in market value to the property.



### What is insured?

- ✓ You are insured for financial loss which you may suffer as a result of your drainage and water search having been compiled with data that was defective from the drainage and water company, which your search provider then relied upon and used to compile your search, including:
  - ✓ Loss in market value;
  - ✓ Legal or professional costs;



### What is not insured?

- ✗ The Insurer will not pay Loss in connection with a Property that is not located in England and Wales.
- ✗ The Insurer will not pay Loss attributable to any error in the creation of the Search Report by the Search Provider.
- ✗ The Insurer will not cover claims:
  - ✗ resulting in from information which was disclosed to You in Your Search Report; and/or
  - ✗ where You were aware of an Adverse Matter (other than notice of knowledge imputed by statute) at the Inception Date; and/or
  - ✗ which first arose after the Inception Date; and/or
  - ✗ which would not have been revealed in relation to any question or enquiry contained in the Search Report; and/or
  - ✗ contained in any other drainage and water search provided to You or Your advisors prior to the Inception Date; and/or
  - ✗ any matter that would not have been disclosed under forms) CON29(DW).
- ✗ Any Loss in respect of any contamination remediation costs arising from the identification or registration of any land as contaminated land pursuant to the Environmental Protection Act 1990 or otherwise.
- ✗ Loss arising from the financial failure, insolvency or bankruptcy of the Search Provider.
- ✗ Loss which is recoverable by You under any buildings insurance policy covering Your Property.
- ✗ You consequential Loss or penalty interest suffered by You.
- ✗ Loss arising from matters which the insured was aware of prior to the Inception Date.



### Are there any restrictions on cover?

- ! You will not, without the written consent of the Insurer disclose the existence of this policy, other than to prospective purchasers, their mortgagees, and their respective legal representatives.





## Where am I covered (Geographical Limits)?

- ✓ 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 inception date as documented in the property schedule of this policy.

The duration of the policy will continue for as long as you own the property to be insured or, until another search report has been obtained whichever occurs first.



## How do I cancel the contract?

This Policy may be cancelled by contacting the Cancellations Department at [cancellations@clspropertyinsight.co.uk](mailto:cancellations@clspropertyinsight.co.uk) within 30 days from the inception 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 30 days from the inception date.

If the premium is not paid to us within 30 days, we have the right to cancel the policy from the inception date. Notice will be sent 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.

## Initial Disclosure Document

---

### To the Intermediary

---

This document must be revealed to the ultimate policyholder (including any lender's interest) before the conclusion of the insurance contract.

If you are a Solicitor, Licensed Conveyancer or Legal Executive you should disclose this document to your client and/or their lender and/or the purchaser's legal representative for the benefit of their client and/or lender prior to the conclusion of the insurance contract.

### To the Policyholder

---

<b>Who are we?</b>	CLS Property Insight Limited is a specialist insurance intermediary, who arranges legal indemnity insurance. We can be contacted by email <a href="mailto:info@clspropertyinsight.co.uk">info@clspropertyinsight.co.uk</a> .
<b>Whose policies we offer?</b>	We offer a range of insurance products from a number of insurers all of whom are authorised and regulated to provide insurance in the United Kingdom by the FCA, and all of whom we are satisfied have satisfactory financial strength and credit ratings for the type of risk and level of cover we provide.
<b>What Services do we provide?</b>	We assume you are reading this because you have received professional advice that identified a need for the insurance policy requested. We are not permitted to provide advice on your requirement for the insurance policy, or recommend how you should proceed. You will need to make your own choice about how to proceed and we recommend that this is done with guidance from your professional advisor.
<b>Payment for our services</b>	CLS Property Insight Limited will not charge you a fee for arranging the insurance policy. Should you decide to proceed with purchasing the insurance policy you will be charged the premium that applies to the insurance policy you request. You may be charged an administration fee by the intermediary who arranges the policy for you. The intermediary will be responsible for disclosing the amount of their administration fee to you.
<b>Our regulatory status</b>	CLS Property Insight Limited is authorised and regulated by the Financial Conduct Authority. Our Reference number is 718255. Our permitted business is arranging non-investment insurance contracts. You can check this on the FCA Register by visiting their website <a href="http://www.fca.org.uk/register">www.fca.org.uk/register</a> or by contacting the FCA on 0800 111 6768.
<b>What the Financial Conduct Authority is</b>	<p>The FCA is an independent body that regulates the financial service industry (including general sales and administration) in the UK. The FCA requires that we provide this document for your information.</p> <p>The FCA requires us to provide you with this document for your information. We recommend that you use the information provided in this document to help you decide if our services are right for you.</p>
<b>What to do if you have a complaint</b>	<p>We aim to provide an excellent service. If You have any cause for complaint You should, in the first instance, contact the Administrator at <a href="mailto:complaints@clspropertyinsight.co.uk">complaints@clspropertyinsight.co.uk</a>. Please quote the details of the Policy (surname and initials, policy number). If the matter is not resolved to Your satisfaction, please write to:</p> <p>Complaints Manager, ERGO UK Specialty Limited Munich RE Group Offices by post to 10 Fenchurch Avenue London, EC3M 5BN, or by email to <a href="mailto:complaints@ergo-commercial.co.uk">complaints@ergo-commercial.co.uk</a>, or telephone them on 020 3003 7130.</p> <p>If You are still dissatisfied, then You may have a right to refer Your complaint to:</p> <p>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: <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a>.</p> <p>The existence, and Your use of, this complaints process is without prejudice to Your other rights under this insurance and to Your rights in law.</p>
<b>The Financial Services Compensation Scheme (FSCS)</b>	Great Lakes Insurance UK Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation under FSCS if You are a "retail customer" as defined by the Financial Conduct Authority. Further details can be obtained from <a href="http://www.fscs.org.uk">www.fscs.org.uk</a> or by telephone on 0800 678 1100.