

Issued by:

The Coal Authority, Property Search Services, 200 Lichfield Lane, Berry Hill, Mansfield, Nottinghamshire, NG18 4RG  
Website: www.groundstability.com Phone: 0345 762 6848 DX 716176 MANSFIELD 5

<b>A SEARCHER</b>	Our reference:	<b>01234567890123</b>
<b>THE SKYPARK</b>	Your reference:	<b>A12345678</b>
<b>8 ELLIOT PLACE</b>	Date of your enquiry:	<b>09 October 2015</b>
<b>GLASGOW</b>	Date we received your enquiry:	<b>09 October 2015</b>
<b>G3 8EP</b>	Date of issue:	<b>09 October 2015</b>

This report is for the property described in the address below and the attached plan. The report is issued subject to the terms and conditions attached, which you are strongly advised to read.

**Residential Ground Stability Report - Off Coalfield**  
**123 Sample Road, Sampletown, Anywhere. AB1 2CD**

This report is based on and limited to the records in the possession of the Coal Authority; the records and geological interpretation of The British Geological Survey (BGS) and the records of the Cheshire Brine Subsidence Compensation Board, at the time the search is answered.

Coal mining	No
Shrinkable clay	See comments below
Running sand	No
Compressible deposits	No
Collapsible deposits	No
Landslide potential	See comments below
Soluble rocks	No
Brine Compensation District	No

**Information from the Coal Authority**

The property lies outside any defined coalfield area.

**Information from the British Geological Survey on potential for natural ground movement**

**Shrinkable clay**

The property is in an area underlain by clay. Clay can swell or shrink if the moisture content changes.

The clay deposits in this area are considered to be mainly of "high plasticity". Ground movement could occur and would be most likely following periods of drought or spells of excessively wet weather.

## **Running sand**

The property is not in an area underlain by running sand.

## **Deposits which could compress**

The property is not in an area underlain by deposits which could compress and cause ground movement.

## **Deposits which could collapse**

The property is not in an area underlain by deposits which could collapse and cause ground movement.

## **Natural landslide activity**

The property is in an area where the local geology and steepness of slope could combine to create the likelihood of landslide activity.

However, landslide activity is unlikely to occur.

## **Soluble rocks**

The property is not in an area underlain by soluble rocks.

## **Comments on the British Geological Survey information**

These features should not necessarily give cause for concern.

Whether or not a property is affected by ground movement can depend on a number of factors such as its age, type of construction, and on its surroundings and such matters as drainage and nearby trees.

Since 1992 buildings should have been designed and constructed according to buildings regulations to ensure natural ground movement will not cause damage to a building.

However, you should consider the possible consequences before you:

- carry out any building or excavation work;
- alter the ground surface or drainage of surface or ground water; or
- plant or remove large shrubs or trees

Ground movement can cause uneven damage or subsidence to a property.

Developers should always carry out an appropriate risk assessment before starting any work on, or around, a property.

If you own the property and it is damaged by ground movement: You should contact your insurance company and anyone else who has an interest in the property, for example, the mortgage lender.

If you are considering buying the property and BGS has identified that ground movement could occur you should tell your professional advisers.

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

The property lies outside the Cheshire Brine Compensation District.

## ***Additional Remarks***

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

The Coal Authority and British Geological Survey owns the copyright in this report. The information we have used to write this report is protected by our database rights. All rights are reserved and unauthorised use is prohibited. If we provide a report for you, this does not mean that copyright and any other rights will pass to you. However, you can use the report for your own purposes.

Where this Ground Stability Report is for a residential property, insurance is included to cover any loss in property value caused by any changes in the information contained in this report. Please see the attached certificate of insurance for the terms and conditions of this insurance. The insurance does not cover non-residential property or interpretive reports.

Issued by:	The Coal Authority, 200 Lichfield Lane, Mansfield, Nottinghamshire, NG18 4RG
Tax Point Date:	09 October 2015
Issued to:	HEATHER NASH THE SKYPARK 8 ELLIOT PLACE GLASGOW G3 8EP
Property Search for:	123 Sample Road, Sampletown,
Reference Number:	01234567890123
Date of Issue:	09 October 2015
Cost:	£33.00
VAT @ 20%:	£6.60
Total Received:	£39.60
VAT Registration	598 5850 68

## Location map



Approximate position of property

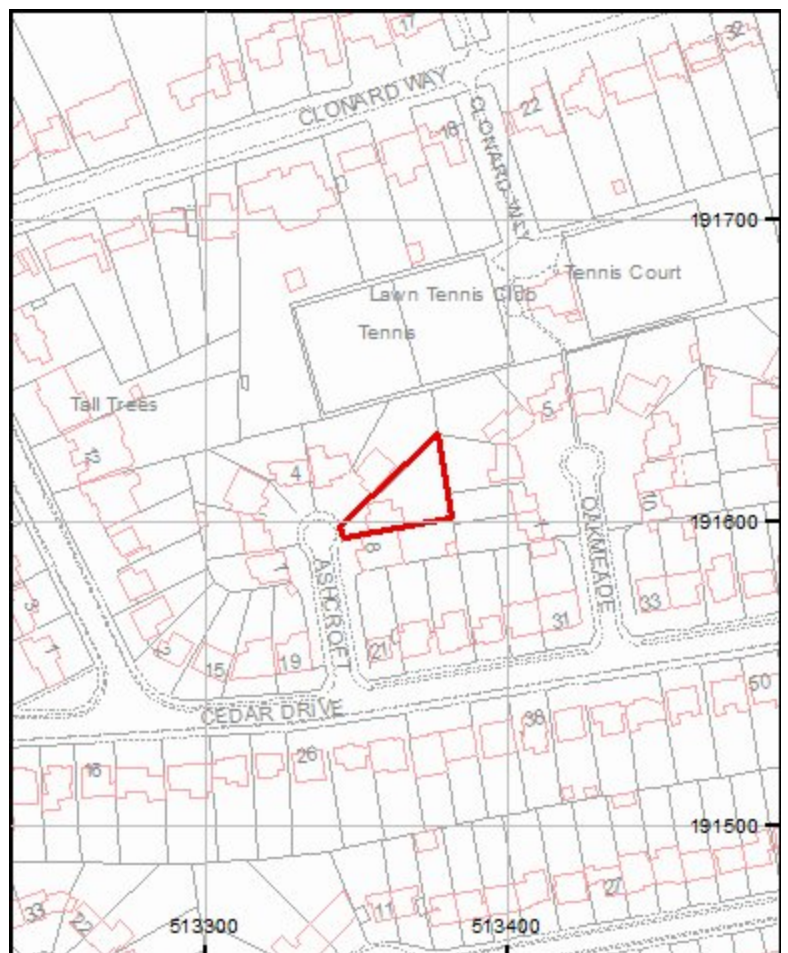


## Enquiry boundary

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## Key

Approximate position of enquiry boundary shown



# TERMS

## DEFINITIONS

In these Terms the following words have the following meanings:

"BGS" means the British Geological Survey of Kingsley Dunham Centre, Keyworth, Nottingham, NG12 5GG, a component organisation of the Natural Environment Research Council;

"CA" means the Coal Authority of 200 Lichfield Lane, Mansfield, Nottinghamshire, NG18 4RG;

"Cheshire Brine" means the Cheshire Brine Subsidence Compensation Board of Sir Henry Doulton House, Forge Lane, Etruria, Stoke on Trent, ST1 5BD;

"Customer" means the person, firm or company placing the Order, either on its own behalf as User or as agent for a User;

"Guidance" means the relevant current version of the Guidance Notes and User Guide for the Report, available on request and displayed on the Website;

"Order" means any request for a Report made by the Customer;

"Property" means the address or location specified by the Customer in the Order;

"Report" means a ground stability report (in printed, electronic or any other form) which combines information on coal mining, brine subsidence claims and natural ground movement which has been prepared by CA in respect of the Property using data from, amongst others, the Suppliers and to which these Terms apply;

"Supplier(s)" means all or any of CA, BGS and/or Cheshire Brine;

"these Terms" means these terms and conditions, incorporating the Guidance (if and to the extent of any conflict between these Terms and the Guidance, the provisions of these Terms will prevail);

"User(s)" means the person or persons so described in Clause 15; and

"Website" means CA's website for the provision of the Reports service (currently [www.groundstability.com](http://www.groundstability.com)).

## TERMS

1. These Terms apply to the provision of Reports by CA to the Customer and/or the User.
2. The Customer and the User agree that the placing of an Order indicates their acceptance of these Terms.
3. These Terms shall apply to the exclusion of all other terms and conditions.
4. CA reserves the right to change these Terms from time to time with immediate effect and without prior notice. Any changes to these Terms will be displayed on the Website. Placement of Orders after any such variation will be deemed to be an acceptance of these Terms as amended in respect of Reports which are provided in response to Orders placed after the variation is made.
5. Where the Customer is acting as an agent for a User, the Customer will provide a copy of the Report and these Terms to the User.

## LIMITATIONS OF THE REPORT

### General

6. The Report is prepared with due skill and care, but has a number of limitations which are set out in these Terms which the Customer and the User acknowledge and accept when relying on it.

### Sources of information

7. The Report has been prepared by CA using information held by CA, together with information supplied to it by BGS and Cheshire Brine. The Report is based on, and is limited to:

- a) the specific features identified in the Report, as more particularly described in the Guidance; and
- b) each Supplier's interpretation of the records it holds relating to the particular features for which the Report states that the Supplier is responsible (and, in the case of information from BGS and Cheshire Brine, as provided to CA) at the time the Report is prepared.

The Customer and the User therefore acknowledge and agree that the records used to prepare the Report do not represent an exhaustive or comprehensive list of all records that may exist or may be available for the Property (see further Clause 8). The Customer and the User also acknowledge that no physical inspection of the Property has or will be carried out in the preparation of the Report.

8. Without prejudice to the generality of Clause 7:

- a) information from CA is based on records in its possession relating to coal mining activity. There may be information held by others on historical coal mining, and information on other types of mining, which is not searched as part of the Report;

- b) information from BGS relates solely to the following six natural ground stability hazards: shrinkable clay; running sand; compressible deposits; collapsible deposits; landslide activity; and soluble rocks. It does not cover any other geological hazards, or man-made hazards (such as contaminated land). BGS may hold data on other geological hazards and features that may affect the Property which are not searched as part of the Report and consequently the Report should not be taken as a guarantee that there are no other geological hazards or other issues affecting the Property; and

- c) information from BGS is prepared using the BGS GeoSure database which is based on 1:10,000 scale geological mapping reduced to 1:50,000 scale. The Customer and the User therefore acknowledge that BGS may be able to provide a more specific and detailed interpretation relating to the geological conditions and ground stability at the Property than that which is included in the Report. A more detailed interpretation is available via the BGS GeoReports service on BGS's website [www.bgs.ac.uk](http://www.bgs.ac.uk).

9. The information from the Suppliers may be derived from records from a number of disparate sources which vary in age, quantity and quality. Such records may include material donated to the Suppliers by third parties, which may not have been subject to any verification or other quality control process.

10. Raw data used to prepare the Reports may have been transcribed from analogue to digital format, or may have been acquired by means of automated measuring techniques. Although such processes are subjected, where possible, to quality control to ensure reliability, some raw data may have been processed without human intervention and may in consequence contain undetected errors.

11. The records available to the Suppliers are constantly being updated. The Suppliers cannot be responsible to the Customer or Users for any changes in the information on which the Report is based which occur after the date on which the Report is prepared. Where this Report is for a residential property, insurance is included to cover loss in property value caused and arising from these circumstances. The Report includes a policy and key facts summary which outlines the significant features, benefits and limitations of the cover provided. The full terms, conditions and exclusions are shown in the policy document.

## Maps

12. The Customer and the User must take all reasonable steps to check that the details in the Order are correct and that the Report provided by CA has been prepared for the correct location and property type, and that the boundaries of the Property as shown in the Report's plan correspond with those of the Property. Any discrepancies between the Order and the Report must be notified to the CA within 28 days after the issue date of the Report and CA will, in the case of error by CA, issue a revised Report free of charge; otherwise a new Report should be ordered with payment of the appropriate fee.

13. The Property has been located using Ordnance Survey ("OS") mapping. The Suppliers do not warrant that the OS information is complete or accurate and accept no liability for the plotted position of the Property as shown on OS maps. Further, the relative position between surface features and coal mining and other geological features may differ between OS maps and the Suppliers' maps used to prepare the Report, depending upon when the Suppliers' maps were prepared.

14. The plan or plans accompanying the Report must not be enlarged otherwise the accuracy will be affected.

## RELIANCE ON THE REPORT

### Who may rely on the Report

15. Only the following persons ("Users") may rely on the Report:

- a) the owner of the Property at the time the Report is prepared;
- b) any purchaser of the whole of the Property from the owner described in a above; and
- c) any person who provides funding to the persons in a or b above which is secured on the whole of the Property.

Such reliance will be subject to the provisions of Clauses 17 and 24 to 28 (inclusive).

### Extent of Reliance

16. The Report has been prepared for use by the Users only and the Report should not be relied upon by any other third party.

17. Customers or Users may not act in reliance upon the Report (either by purchasing the Property, providing funding secured on the Property or carrying out any works on or affecting the Property) more than ninety (90) days after its date of issue.

18. The Report gives an indication of whether ground movement could occur at the Property. This does not necessarily mean that the Property is or will be affected by ground instability. Such an assessment can only be made by inspection of the Property by a qualified professional, such as a surveyor or engineer. The Report DOES NOT therefore:

- a) include any information or warranty relating to the actual state, or the structural or other condition, of the Property;
- b) determine the saleability or value, or the safety, of the Property;
- c) indicate the suitability of the Property for any particular purpose (including, without limitation, its suitability for development (within the meaning of section 55 of the Town and Country Planning Act 1990 as amended) or any building, excavation or landscaping work); or
- d) act as a substitute for any physical inspection, specialist interpretations and/or professional advice.

19. No representations, warranties or terms (whether express or implied by statute, common law, custom, trade usage, course of dealing or otherwise) are given in relation to the Report unless they are expressly set out in these Terms, save to the extent that such terms cannot be excluded by law.

## USE OF THE REPORT

20. The Customer and the User acknowledge that the Report is confidential and that it is intended for the purposes of the User only. Accordingly the Customer and the User agree that they are permitted to use and copy the Report for these purposes only.

21. The Customer and the User (or any person who is provided with a copy of the Report) will not:

- a) remove, obliterate or alter any trade mark or any copyright or other proprietary notice which is contained in the Report;
- b) reformat or otherwise change, add to or enhance the Report, or combine it with or incorporate it into any other information, data or materials; or
- c) create any product which is derived directly or indirectly from the data contained in the Report; or
- d) resell the Report (other than in the case of a bona fide legal adviser recharging the cost of the Report as a disbursement) unless this has been specifically authorised in writing by CA.

22. The copyright and all other intellectual property rights in the Report will remain the property of the Suppliers or other third parties (as appropriate). Neither the Customer nor the User will acquire any rights in respect of the Report other than as expressly provided in these Terms.

## EVENTS BEYOND THE SUPPLIERS' CONTROL

23. A Supplier will not be liable to the Customer or the User for any delay or failure in performance of its obligations which result from circumstances beyond its reasonable control (including, without limitation, fire, explosion, flood, tempest, unusually adverse weather conditions, war, hostilities, riot, acts of terrorism, failure or shortage of power supplies, telecommunications or processing failure or computer malfunction) or the acts or omissions of any person for which a Supplier is not legally responsible.

## LIABILITY

24. The Report has been prepared for the Property on the basis of information on the Property's location and type provided by the Customer and/or the User, and consequently the Suppliers exclude all liability which may arise from any errors or omissions in the information so provided or from any failure to check for discrepancies pursuant to Clause 12.

25. The Report has been prepared specifically for the Property, and on the basis of the property type specified in the Order. Under no circumstances will the Suppliers be liable if a Report is relied on for any other property, or if a Report on a residential property is used for a non-residential or commercial property or for the development of the Property, and vice versa.

26. Except in the circumstances described in Clause 28 the total liability of the Suppliers to the Customer and the User arising from an error in the Report caused by negligence, breach of contract or in any other way will be limited to:
- a) the reasonable costs of carrying out necessary remedial work on the Property reasonably promptly; or
  - b) the difference between the true market value of the Property and the market value of the Property on the basis of the Report at the time of reliance on the Report in accordance with these Terms.
27. Except in the circumstances described in Clause 28 or to the extent that a Supplier is found to be liable for the losses described in Clause 26 (a) or (b) arising from an error in the Report, the Supplier will not be liable to the Customer or the User for: loss of business, goodwill, profits or savings, loss of use or opportunity, lost or wasted staff time or for any indirect or consequential loss (whether arising from negligence, breach of contract or in any other way) even if the Customer or User was advised of or knew of the likelihood of that loss or type of loss arising.
28. Nothing in these Terms excludes or limits the liability of the Suppliers for death or personal injury caused by their negligence, or for fraud.

## **GENERAL**

29. The headings in these Terms are for ease of reference only and do not affect their interpretation or construction.
30. Use of the singular includes the plural and vice versa, and use of any gender includes the other genders.
31. The benefit of these Terms cannot be assigned or transferred by the Customer or the User without the Suppliers' prior written consent. The Suppliers may assign any or all of their rights and obligations under these Terms without prior notice.
32. These Terms (together with the Order and the Guidance) represent the entire agreement relating to the supply of the Report and the relationship which that supply creates between the Suppliers and Customers and Users. No prior statement, representation or arrangement of any nature (whether written or oral) will add to, vary or waive terms of this agreement and the Customer and the User acknowledge that they have not relied on any statement or representation made by or on behalf of CA or any other Supplier in agreeing to enter into this agreement. Nothing in this Clause 32 will operate to limit or exclude liability for fraud.
33. The illegality or invalidity of any part of these Terms will not affect the legality or validity of the remainder of these Terms.
34. Except to the extent that these Terms confer benefits on the Suppliers and the Users, no third party is entitled to the benefit of these Terms under the Contracts (Rights of Third Parties) Act 1999.
35. These Terms are governed by English law. The English courts (where the Property is situated in England or Wales) and the Scottish courts (where the Property is situated in Scotland) have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with them.

**THESE TERMS ARE AVAILABLE IN LARGER PRINT FOR THOSE WITH IMPAIRED VISION OR AT  
WWW.COAL.GOV.UK**



## Policy Summary – Ground Stability Report Insurance

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

### Name of the Insurer

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

### The Coal Authority

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

### Type of Insurance and Cover

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

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

- a. Cover is provided for loss that you suffer up to an amount of £50,000.00 or 25% of the market value of the property prior to the date of the subsequent ground stability report which gives rise to the claim, whichever is the lower.
- b. For the purposes of the policy loss includes:-
  - (i) any reduction in the market value of the property directly attributable to changes in the information revealed in the ground stability report compiled against the property; and
  - (ii) all other costs and expenses incurred which we have agreed, in writing, to cover.
- c. A single premium has been paid in respect of the cover provided under the policy; the policy remains in effect for 25 years or until you sell the property, or if you are the lender, the debt secured by the mortgage has been repaid.
- d. You cannot transfer the benefits of the policy to anyone else. However, if you die whilst you still have the benefit of the cover provided by the policy, the benefit will pass to your estate and beneficiaries.

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

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

### Cancellation Rights

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

### How to claim

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

### Telephone Call Recording

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

### If You Have a Complaint

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

### Financial Services Compensation Scheme

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

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



### Ground Stability Report Insurance Policy

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

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

**Property: 123 Sample Road, Sampletown, Anywhere. AB1 2CD**

#### Definitions

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

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

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

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

**Ground Stability Report** means the attached Ground Stability Report that TCA has prepared for the Property following a Ground Stability Report Search providing information compiled from

- i. TCA's records in relation to past, present and future underground and opencast coal-mining activity, shafts and adits (vertical and horizontal entries to mines), coal-mining geology, coal-mining related hazards, coal-mining subsidence and mine gas
- ii. The records and geological interpretation of the British Geological Survey in relation to natural subsidence which for the purposes of this Policy only includes the effect of swelling and shrinking clay, running sand, soluble rocks, collapsible and compressible materials and landslide, and
- iii. The records of the Cheshire Brine Subsidence Compensation Board in relation to Cheshire Brine.

**Effective Date** means the date of the Ground Stability Report attached to this Policy.

**Limit of Cover** means an amount of £50,000.00 or 25% of the Market Value of the Property prior to the date of the subsequent ground stability report which gives rise to the claim, whichever is the lower.

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

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

- i. You sell the Property or 25 years whichever happens sooner or
- ii. The debt secured by the mortgage is repaid if you are a mortgagee.

**Premium** means the total amount of £1.35 paid in consideration of the cover provided by this Policy which includes Insurance Premium Tax at the appropriate rate.

**Property** means the property the address of which appears at the top of this Policy and in respect of which TCA has provided the attached Ground Stability Report.

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

#### Cover

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

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

## Exclusions

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

For the avoidance of doubt this Policy does not provide buildings or contents insurance cover.

3. We will not be responsible for any loss which happens as a result of
  - i. an entry on any subsequent ground stability report after the Effective Date if this entry also appears on the attached Ground Stability Report
  - ii. any problem revealed by the first ground stability report after the Effective Date if you or your legal representative knew about the problem on or before the Effective Date
  - iii. any change to the Ground Stability Report Search (form GSR (2006)) made after the Effective Date which affects our responsibility under this Policy if we would not have been responsible for the loss before such change
  - iv. any change in the interpretation of data upon which the Ground Stability Report was produced provided such data remains unchanged.
4. We will not be responsible for any loss which TCA, the British Geological Survey or the Cheshire Brine Subsidence Compensation Board may be required to pay by law.

## Conditions

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

## Cancellation Rights (Statutory Cooling Off Period)

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

## Customers with Disabilities

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

## Data Protection Act – Information Uses

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

## Insurance Administration

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

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

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

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

## **Fraud Prevention and Detection**

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

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

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

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

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

## **Use of Language**

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

## **How to claim**

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

Please be aware of the Conditions of this Policy.

## **Telephone Call Recording**

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

## **Choice of Law**

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

## **Our Promise of Service**

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

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

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

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

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

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

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

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

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

## **Financial Services Compensation Scheme**

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

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