

Regulated Local Authority Search

Applicant

Burd Ward Solicitors
23-25 Seaview Road
Wallasey
Wirral
Merseyside
CH45 4QT

Search Reference

79-170523

Date Report Compiled

13/09/2023

Your Reference

JA.6305.16 Crosby

Land or Property Against Which Enquiries are Made

11 Morecroft Road, Rock Ferry, Wirral, Merseyside, CH42 1NX

Local Authority

Local Land Charges, Environmental Services
Wirral Metropolitan Borough Council
TSU
PO Box 290
Brighton Street
Wallasey
CH27 9FQ

Report Compiled By

Nicola Silcock
Pali Ltd
2-4 Croxteth Avenue
Wallasey
Wirral
Merseyside
CH44 5UL



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SUMMARY SHEET

PLEASE NOTE: BLUE LINKS HIGHLIGHTED ON THE REPORT ARE DYNAMIC.
CLICK LINKS FOR AVAILABLE DOCUMENTATION

This Search Report provides information on planning and other matters relating to the subject property only. The Search Report does not cover other properties in the vicinity. Information relating to other properties in the vicinity can be provided on receipt of a separate search request.

Local Land Charges Register Entries

Search of the Local Land Charges Register

A search of Parts 1-12 of the Local Land Charges Register reveals that there is 1 subsisting registration up to and including the date of this report.

Part 4 - Miscellaneous Charges

Description Clean Air Act 1956 Section 11 Smoke Control Order.

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Planning Department Information

No Planning Application records relate to this property. The Local Authority makes Planning Records readily available from 1974 only. The records have been searched back to that date only.

ADDITIONAL INFORMATION: Under the Town and Country Planning (General Permitted Development) Order 1995, conditions that form part of a planning application approval can withdraw certain permitted development rights. If any planning applications that contain these types of conditions are relevant and the information is readily available, they will be listed on this report under the question 3.9j. Easily accessible Planning Decision Notices relevant to the search site have been uploaded to this Local Search.

PLEASE NOTE: Copies of Planning Application Decision Notices are not always readily available to view and may be held in Council archive. If information on planning applications and permitted development is required, please contact a member of PALI who will be happy to make enquiries to the Council Planning Department

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SUMMARY SHEET (CONTINUED)

Building Regulations Information

The Local Authority makes Building Control Records available from 1986. The records have been searched back to that date only.

Reference CC1/96/01540
Location 11 Morecroft Road, Rock Ferry, Wirral, Merseyside, CH42 1NX
Description Re-covering roof
Decision Approved
Decision Date 22nd November 1996
Received Date 18th November 1996
Completed Date 14th February 1997
Completion Certificate YES
Status Building Work Completed

Reference CPS/21/00029
Location 11 Morecroft Road, Rock Ferry, Wirral, Merseyside, CH42 1NX
Description FENSA record for Install replacement window in a dwelling (Certificate ID: 14375491)
Application Competent Persons Scheme
Completed Date 1st December 2020

Reference CPS/09/01687/C
Location 11 Morecroft Road, Rock Ferry, Wirral, Merseyside, CH42 1NX
Description CORGI Installed a Gas Boiler, Installed a Gas Cooker
Application Competent Persons Scheme
Completed Date 3rd February 2009

ADDITIONAL INFORMATION: Details/full details of records relating to Building Control Registrations and Competent Person Schemes maybe incomplete or not held by this authority. Any Information provided is a complete list of the records the council hold in relation to this property to date. Enquiries should also be made of any such information that may be held by the owner/occupier or Developer.

Any information relating to FENSA has been obtained directly from FENSA
Any Information relating to OFTEC has been obtained directly from OFTEC
Any Information relating to GASAFE has been obtained directly from GASAFE
Any Information relating to HETAS has been obtained directly from HETAS
Any information relating to NICEIC/ELECSA has been obtained directly from NICEIC

Informative: NICEIC/ELECSA online records may not have notifications available over 6 years old.

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SUMMARY SHEET (CONTINUED)

1.2 Planning Designations and Proposals

The Unitary Development Plan (UDP) is an old-style statutory land-use plan prepared under the Town and Country Planning Act 1990 and adopted in February 2000. It allocates land for development and provides the policy framework for the Council's decisions on individual planning applications.

The majority of the policies and proposals of the adopted Unitary Development Plan were 'saved' to remain in force.

The Local Development Framework (LDF) is a collection of Local Development Documents that together set out the vision and spatial strategy for future development in the Borough. They will gradually replace the Unitary Development Plan.

Wirral Metropolitan Borough Council Unitary Development Plan (UDP) adopted February 2000

The property is situated within:

A Primarily Residential Area

The property is situated within 200m of:

Primarily Industrial Area
Housing Development Site
Allotments
Conservation Area

Informative:

Airport Safeguard Zone Liverpool Airport (Blue Zone)

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2 Roads

Morecroft Road is a highway maintainable at public expense.
Access to the rear of the property is NOT maintainable at public expense.

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3.5 Nearby Railway Schemes

Yes, as part of the Wirral Waters Regeneration Project, Peel Holding have proposals for a light rail system known as "Wirral Streetcar".

For further information and a schematic please refer to <http://www.wirralwaters.co.uk/projects/wirral-street-car/>

Peel Land & Property
Peel Dome, The Trafford Centre
Manchester M17 8PL
Tel: +44(0)161 629 8200

Proposed High Speed Two (HS2) Rail Line
Distance: 38.08km from nearest section:
(Phase 2b - HSM10 Chorlton to Winterbottom 4 of 6)

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SUMMARY SHEET (CONTINUED)

3.6 Traffic Schemes

Wirral Council is looking to introduce 20mph speed limits to reduce traffic speeds so that people can feel safer whilst making journeys on the road, help improve areas where people live and work, and help improve air quality by encouraging more cycling and walking. To do this, the borough has been split into different areas, and over the next four years, we will be asking residents for their thoughts on the schemes during the phased roll out.

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3.10 Community Infrastructure Levy (CIL)

Informative: The council has not yet made a decision on whether to introduce a Community Infrastructure Levy in Wirral. However, a baseline Local Plan and Community Infrastructure Levy Economic Viability Study has been produced.

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3.16 Energy Performance Certificate (EPC)

The property DOES NOT have an Energy Performance Certificate (EPC) registered against it

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1) Planning and Building Regulations

1.1) Planning and Building Decisions and Pending Applications

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

- a) a planning permission; None post 1974
- b) a listed building consent; None post 1974
- c) a conservation area consent; None post 1974
- d) a certificates of lawfulness of existing use or development; None post 1974
- e) a certificate of lawfulness of proposed use or development; None post 1974
- f) a certificate of lawfulness of proposed works for listed buildings None post 1974
- g) a heritage partnership agreement None post 1974
- h) a listed building consent order None post 1974
- i) a local listed building consent order None post 1974
- j) building regulation approval; [See Summary Sheet](#)
- k) a building regulation completion certificate; and None post 1986
- l) any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme? [See Summary Sheet](#)

1.2) Planning Designations and Proposals

What designations of land use for the property, or the area, and what specific proposals for the property, are contained in any existing or proposed development plan? [See Summary Sheet](#)

2) Roads

2.1 Which of the roads, footways and footpaths named in the application for this search are:

- (a) highways maintainable at public expense; **INFORMATIVE:** If a road, footpath or footway is not a highway, there may be no right to use it. The Council cannot express an opinion, without seeing the title plan of the property and carrying out an inspection, whether or not any existing or proposed highway directly abuts the boundary of the property. [See Summary Sheet](#)
- (b) subject to adoption, and supported by a bond or bond waiver. None
- (c) to be made up by a local authority who will reclaim the cost from the frontagers; or None
- (d) to be adopted by a local authority without reclaiming the cost from the frontagers? None

Additional Information

2.2 Is any public right of way which abuts on, or crosses the property, shown on a definitive map or revised definitive map? No

2.3 Are there any pending applications to record a public right of way that abuts, or crosses the property, on a definitive map or revised definitive map? No

2.4 Are there any legal orders to stop up, divert, alter or create a public right of way which abuts, or crosses the property not yet implemented or shown on a definitive map? No

2.5 If so, please attach a plan showing the approximate route

N/A INFORMATIVE: A survey of all paths has not been completed and whilst this does not preclude the existence of unrecorded rights of way, the local authority is unaware of any claimed rights of way existing over the search site. Additional public rights of way may exist other than those shown on the definitive map.

3) Other Matters

3.1) Land required for Public Purposes

* Apart from matters entered on the registers of local land charges, do any of the following matters apply to the property? If so, how can copies of relevant documents be obtained?

No

Is the property included in land required for public purposes?

No

3.2) Land to be acquired for Road Works

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

No

3.3) Drainage Matters

Additional Information

(a) Is the property served by a sustainable urban drainage system (SuDS)?

Not Known

(b) Are there SuDS features within the boundary of the property? If yes, is the owner responsible for maintenance?

Not Known

(c) If the property benefits from a SuDS for which there is a charge, who bills the property for the surface water drainage charge?

Not Known **INFORMATIVE:** Schedule 3 of the Flood and Water Management Act 2010 has yet to be enacted, therefore the Council is not legally required to record details of property related SuDS. However, some information relating to property SuDS may have been submitted with the relevant planning application and Section 106 Agreements. The Lead Local Flood Authority provides a recommendation in relation to surface water to the Local Planning Authority (LPA) on major planning applications only. Beyond this, it is the LPAs responsibility to ensure that buildings are constructed in accordance with the relevant planning permission and to enforce any planning conditions relating to the maintenance of SuDS.

3.4) Nearby Road Schemes

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

(a) the centre line of a new trunk road or special road specified in any order, draft order or scheme;

No

(b) the centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway;

No

(c) the outer limits of construction works for a proposed alteration or improvement to an existing road involving:-

No

(i) construction of a roundabout (other than a mini roundabout), or
(ii) widening by construction of one or more additional traffic lanes

(d) the outer limits of:-

No

(i) construction of a new road to be built by a local authority;
(ii) an approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; or
(iii) construction of a roundabout (other than a mini roundabout) or widening by construction of one or more additional traffic lanes;

(e) the centre line of the proposed route of a new road under proposals published for public consultation; or

No

(f) the outer limits of:-

No

(i) construction of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway;

(ii) construction of a roundabout (other than a mini roundabout); or
(iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation?

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

3.5) Nearby Railway Schemes

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

No

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

[See Summary Sheet](#)

(c) Please state the approximate distance from the property to the nearest point of the proposed HS2 (High Speed Rail Network) Phase 1.

[See Summary Sheet](#)

3.6) Traffic Schemes

Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths which are named in the application for this search and are within 200 metres of the boundaries of the property?

- (a) permanent stopping up or diversion;
- (b) waiting or loading restrictions;
- (c) one way driving;
- (d) prohibition of driving;
- (e) pedestrianisation;
- (f) vehicle width or weight restriction;
- (g) traffic calming works including road humps;
- (h) resident parking controls;
- (i) minor road widening or improvements;
- (j) pedestrian crossings;
- (k) cycle tracks; or
- (l) bridge building?

3.7) Outstanding Notices

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

- (a) building works;
- (b) environment;
- (c) health and safety;
- (d) housing;
- (e) highways; or
- (f) public health
- (g) flood and coastal erosion risk management

3.8) Contravention of Building Regulations

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

3.9) Notices, Orders, Directions and Proceedings under Planning Acts

Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:-

- (a) an enforcement notice;
- (b) a stop notices;
- (c) a listed building enforcement notice;
- (d) a breach of condition notice;
- (e) a planning contravention notice;
- (f) another notice relating to breach of planning control;
- (g) a listed building repairs notice;
- (h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation;
- (i) a building preservation notice;
- (j) a direction restricting permitted development;
- (k) an order revoking or modifying a planning permission;

INFORMATIVE: In some circumstances, road closure orders can be obtained by third parties from magistrates courts or can be made by the Secretary of State for Transport without involving the Council

No

No

No

No

No

No

[See Summary Sheet](#)

No

No

No

No

No

No

No

No

No

No

No

No

No

No

No

No

No

No

No

No

No

No

No

No

- (l) an order requiring discontinuance of use or alteration or removal of building works; No
- (m) tree preservation order; or No
- (n) proceedings to enforce a planning agreement or planning contribution? No

3.10) Community Infrastructure Levy (CIL)

Additional Information

[See Summary Sheet](#)

- (a) Is there a CIL charging schedule? No
- (b) If, yes, do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:-
 - (i) a liability notice? N/A
 - (ii) a notice of chargeable development? N/A
 - (iii) a demand notice? N/A
 - (iv) a default liability notice? N/A
 - (v) an assumption of liability notice? N/A
 - (vi) a commencement notice? N/A
- (c) Has any demand notice been suspended? N/A
- (d) Has the Local Authority received full or part payment of any CIL liability? N/A
- (e) Has the Local Authority received any appeal against any of the above? N/A
- (f) Has a decision been taken to apply for a liability order? N/A
- (g) Has a liability order been granted? N/A
- (h) Have any other enforcement measures been taken? N/A

3.11) Conservation Area

Do the following apply in relation to the property-

- (a) the making of the area a conservation area before 31 August 1974 No
- (b) an unimplemented resolution to designate the area a Conservation Area No

3.12) Compulsory Purchase

Has any enforceable order or decision been made to compulsorily purchase or acquire the property? No

3.13) Contaminated Land

Do any of the following apply (including any relating to land adjacent to or adjoining the property which has been identified as contaminated land because it is in such a condition that harm or pollution of controlled waters might be caused on the property)?

INFORMATIVE: A negative reply does not imply that the property or any adjoining or adjacent land is free from contamination or from the risk of it, and reply may not disclose steps taken by another Council in whose area adjacent or adjoining land is situated. You are advised to undertake an Environmental Search Report

- (a) a contaminated land notice; No
- (b) (b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990:-
 - (i) a decision to make an entry; or No
 - (ii) an entry No
- (c) consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990 before the service of a remediation notice? No

3.14) Radon Gas

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

INFORMATIVE: Radon Affected Areas are designated by the National Radiological Protection Board. It is recommended that the level of radon gas should be measured in all properties within Radon Affected Areas. The present owner or (for a new property) the builder should be asked whether protective measures were incorporated in the construction of the property; whether the results were at or above the Action Level (prescribed by the NRPB) and if so whether remedial measures were installed and whether the radon levels were re-tested and confirmed the effectiveness of the measures.

No

3.15) Assets of Community Value

(a) Has the property been nominated as an asset of community value? If so:-

No

(i) Is it listed as an asset of community value?

No

(ii) Was it excluded and placed on the "nominated but not listed" list?

No

(iii) Has the listing expired?

No

(iv) Is the Local Authority reviewing or proposing to review the listing?

No

(v) Are there any subsisting appeals against the listing?

No

(b) (b) If the property is listed:

No

(i) Has the Local Authority decided to apply to the Land Registry for an entry or cancellation of a restriction in respect of listed land affecting the property?

No

(ii) Has the Local Authority received a notice of disposal?

No

(iii) Has any community interest group requested to be treated as a bidder?

No

Personal Search Insurance



Schedule

Policy Number: PSI 94930

Insurer	Great Lakes Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
Search Provider	The company who issued the Search Report.
Insured/You/Your	The person or organisation for whom the Search Report was produced who may be: (i) the owner, lessee or occupier of the Property (ii) the potential or actual buyer of the Property (iii) a Mortgagee.
Property	11, Morecroft Road, Rock Ferry, Wirral, Merseyside, CH42 1NX.
Limit of Indemnity	The Fair Market Value of Your Property at the Inception Date subject to a maximum of £2,000,000.00.
Premium	£1.95 inclusive of IPT (Insurance Premium Tax).
Inception Date	13/09/2023 being the date that the Search Report was compiled.
Period of Insurance	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.
Insured Use	The use of the Property for residential/commercial or mixed use purposes.

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.

L. Goddard, 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.

Administrator/We/Us	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 info@clspropertyinsight.co.uk 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.
Adverse Matter	<ol style="list-style-type: none"> 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"> (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 (ii) because the Appropriate Authority for the CON29DW did not provide answers to the following questions, for the purposes of the CON29DW Search Report as at the policy Inception Date: <ol style="list-style-type: none"> 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 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 c) 2.9 - Please state the distance from the property to the nearest boundary of the nearest sewage treatment works?; and/or d) 3.4 - Is the property at risk of receiving low water pressure or flow?; and/or 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?
Alternative Report	A Search Report carried out on the Property after the Inception Date.
Appropriate Authority	The statutory authority or authorities responsible for maintaining the registers forming the subject matter of the Search Report.

Fair Market Value	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.
Loss	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.
Mortgagee	Any financial institution which has a mortgage or charge secured on a Property on or after the Inception Date.
Official Search Report	Direct responses from an Appropriate Authority to an application made to it under forms LLC1, CON29 & CON29(DW).
Registers	Registers maintained by an Appropriate Authority which are the subject matter of a Search Report.
Search Report	The information provided by the Search Provider in respect of the information obtained from the local authority and/or the drainage and water company with regards to search forms LLC1, CON29 & CON29(DW).

Cover

Provided the Premium and Insurance Premium Tax have been paid to the Administrator within 14 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 LLC1, CON29 & 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 LLC1, CON29 & CON29(DW).
4. 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.
5. Loss arising from the financial failure, insolvency or bankruptcy of the Search Provider.
6. Loss which is recoverable by You under any buildings insurance policy covering Your Property.
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

This Policy may be cancelled by contacting the Cancellations Department at cancellations@clspropertyinsight.co.uk within 14 days of 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 14 days from the Inception Date.

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

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

Making a Claim

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 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, 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, 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

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 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 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 local authority and or 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 the 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 local authority and/or drainage and water search having been compiled with data that was defective from the local authority and/or the drainage and water company, which your search provider than 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 local authority and/or 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 LLC1, CON29 & 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.



Are there any restrictions on cover?

- ! You must only use the property for the insured use.
- ! 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 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 within 14 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 14 days from the inception date.

If the premium is not paid to us within 14 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

Who are we? CLS Property Insight Limited is a specialist insurance intermediary, who arranges legal indemnity insurance. We can be contacted by email info@clspropertyinsight.co.uk.

Whose policies we offer? 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.

What Services do we provide? 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.

Payment for our services 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.

Our regulatory status 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 www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

What the Financial Conduct Authority is 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.

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.

What to do if you have a complaint We aim to provide an excellent service. If You have any cause for complaint You should, in the first instance, contact the **Administrator** at complaints@clspropertyinsight.co.uk. 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, or telephone them on 020 3003 7130.

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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.

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.

The 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 under FSCS if You are a "retail customer" as defined by the Financial Conduct Authority.

Further details can be obtained from www.fscs.org.uk or by telephone on 0800 678 1100.