

# REGULATED DRAINAGE & WATER REPORT



## PROPERTY

XXXXX



XXXXX

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UPRN: XXXXX

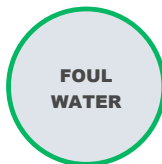


## REPORT SUMMARY

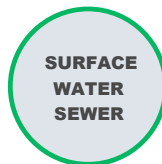
 Typical Answers	11
 Advisory	1
 Warning	0
 Insured	6



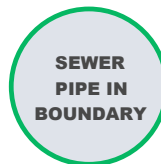
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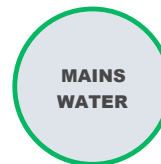
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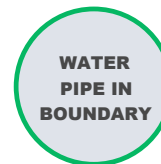
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 **NO**



 **CONNECTED**



 **NO**



## REPORT DETAIL

Client Reference

XXXXX

Created

09/09/2024

Prepared For

**SAMPLE  
SOLICITORS**



## NEED HELP?

Report ID

XXXXX

Prepared By

**PROPERTY INFORMATION COMPANY  
LIMITED**

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## SUMMARY OF ANSWERS

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

 **DRAINAGE**

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

 Thames Water

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

 Yes, a plan is included within this report

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

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

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

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

On 01/10/2011, Private Sewers that serve a single property and lie outside the boundary of that property, were transferred into public ownership. Therefore, there may be additional Public Sewers, disposal mains or lateral drains which are not recorded on the Public Sewer map, but which may prevent or restrict development of the property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

 **WATER**

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

 Thames Water

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

 Yes, a plan is included within this report

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

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

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

These may pass through land outside of the control of the seller or may be shared with adjacent properties. The buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.


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

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

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

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

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

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


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

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

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

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

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

 For information on the water hardness for the area please visit <https://www.thameswater.co.uk/help/water-quality/hard-water>

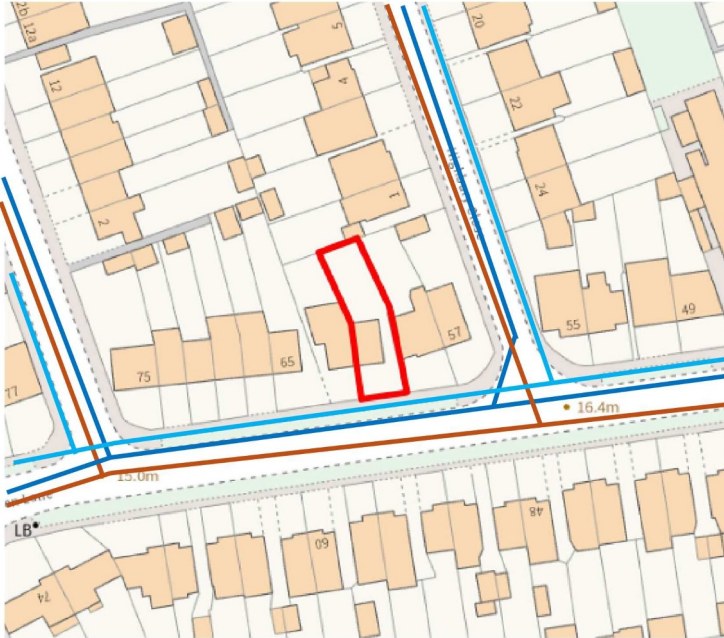
Rain water is naturally soft but once it falls on the ground and filters through rocks it picks up natural minerals, such as calcium and magnesium. The hardness of the water supply depends on the local landscape. More information can be found on the Water Undertakers website

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







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


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


**DRAINAGE & WATER PLAN**



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-  Combined Sewer
-  Foul Sewer
-  Surface Water Sewer
-  Combined Section 104 Sewer
-  Foul Section 104 Sewer
-  Surface Water Section 104 Sewer

-  Water Main
-  Private Water Main

-  Abandoned Sewer
-  Rising Main Sewer
-  Private Sewer

**GLOSSARY OF COMMON SEWERAGE AND WATER TERMS**

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

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

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

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

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

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

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

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

**SOURCES OF INFORMATION**

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

**TYPICAL ANSWER, ADVISORY, WARNING & INSURED EXPLANATION**

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

An Advisory is a response that usually requires further consideration.

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

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

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

**INSURANCE POLICY**

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



## Definitions

**“We”, “Us”, “PIC” and “Our”** are references to Property Information Company Limited, a Company Registered in England and Wales under Company Number: 09778810.

**“You” and “Your”** are references to the Customer.

**“Customer”** means the person, company, partnership or other organisation placing an Order either on their own behalf as a Client, or as an agent for the client.

**“Property”** means the address or location supplied by the Customer or Client in the Order for the report. The Local Authority means the local authority referred to in the report.

**“Client”** means the seller, buyer, potential buyer and lender in respect of the Property who is the intended recipient of the report and has an actual or potential interest in the property.

**“Services”** means the supply of services by us to you (excluding any third-party Services). Any Services we provide will be on these Conditions, as may vary from time to time, to the exclusion of all other Terms and Conditions.

**“Consumer”** means a consumer defined in the Consumer Protection (Distance Selling) Regulations 2000

**“Information”** means any information supplied by you to us in connection with the provision of the Services including any information provided by you on any order forms.

**“Search Pack”** means a product that combines search products from multiple areas into a single pack for convenience of ordering.

**“Literature”** means our Search Packs, price lists and advertisements in any type including media and content of the Website.

**“Report”** means any Search or Information prepared in respect of the property.

### 1. Ordering Services

All orders must be in writing via post, or Email. [info@picsearches.com](mailto:info@picsearches.com). All verbal orders **must** be followed in writing or the order will be deemed invalid.

### 2. Price

- a) The price payable for each of the Services and the third-party services is the price in pounds sterling as set out in the Literature or the price provided in writing (e.g. as a quote). If the price payable is exclusive of VAT this shall be clearly indicated in our Literature and you will be additionally liable for the same (and/or for any other applicable taxes).

- b) The price set out in the Literature is inclusive of delivery charges, this shall be in an electronic format, unless an alternative format has been agreed in writing.
- c) You understand and acknowledge that some product pricing will vary due to the nature of local influencing factors such as differences in Local Authority charges, Geology, third-party costs and other factors outside Our control.

### 3. Payment

- a) Payment is immediately due upon ordering the product or service – no order will progress until payment has been made in full or other payment arrangements have been agreed in writing.
- b) If you are a business, you may request a 30-day credit account by emailing [accounts@picsearches.com](mailto:accounts@picsearches.com). Please note We reserve the right not to accept a credit account request for any reason whatsoever and by making a request, you explicitly agree to Us making further checks with a Credit Reference Agency.
- c) All invoices must be paid within 30 days of the date of our invoice; unless agreed differently in writing. We reserve the right to charge interest at the rate of 2% per month on the invoice value, on any overdue payments for our reasonable costs and expenses incurred as a result of late payments.

### 4. Changes to Services

We reserve the right to make any changes to the Services described in our Literature to conform with any applicable statutory requirements or which we deem appropriate in our sole discretion.

### 5. Cancellation

Any oral cancellation of an order or the Services must be confirmed in writing within 24 hours; You shall remain liable for any expenses or disbursements we may have incurred, prior to your notice of cancellation being received and processed by Us. All disbursements incurred up to the point of cancellation, will become immediately payable.

### 6. Breach of Conditions

If we suspect that you are or may be in breach of these Conditions or if we become aware of any allegation or claim that you may be in breach of these Conditions, we may in our sole discretion, without notice to you or liability, penalty or obligation on our part, suspend, interrupt or terminate the performance of the Services.

## 7. Our Rights

- a) We reserve the right without notice or liability to you, to: take any action we deem appropriate relating to the Services; or to defer the date of performance or to cancel the provision of the Services.
- b) If we are prevented from or delayed in the carrying on of our business due to circumstances beyond our reasonable control including, without limitation, governmental actions, emergency, acts of terrorism, protests, riot, war or national civil commotion, explosion, fire, acts of God, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce).
- c) Provided that, if the event in question continues for a continuous period in excess of 40 days, you shall be entitled to give notice in writing to us to terminate the agreement; or accept instructions and orders only where you are the principal, and are liable directly to us for payment of our account.

## 8. Your Obligations

You agree: to instruct us as a principal, and that you will be liable directly to us for payment of our account; that you have all the necessary permissions and consents to enable us to use the information for the provision of the Services; that we will not be infringing the rights of any third party connected to the information and that the Services are provided at your direction and all content for the Information is provided by you; and that we will not be breaching any confidentiality or contractual obligations in supplying the services to you.

## 9. Searches and Reports

- a) We will use all reasonable care in acquiring information to be provided to You. However, such information may be derived from information contained in a public register and as such we accept no responsibility for the accuracy of any part of any search or report.
- b) We do not accept responsibility for any inaccuracy, omission or other error in any public register upon which our search or report is based or where such information has been provided verbally either by the customer or any other third party.
- c) When obtaining information from a public register, or via a third party, the Company may be subject to the disclaimer statements and limitation provisions on the public register or provided by a third party. In such circumstances we will endeavour to make you aware of such disclaimers or limitation provisions, however it may not always be practical to do so. In any event you agree that such disclaimers and limitations will be deemed incorporated into these terms and conditions and to apply to, and be deemed repeated in, any contract between us.

## 10. Compliance

In providing property search reports and services the Company will comply with the Search Code.

We subscribe to the Property Codes Compliance Board (PCCB) search code and are affiliate members of COPSO (Council of Property Search Organisations), ensuring all of our searches bear the stamp of quality and are fully compliant with the CML handbook.

We are covered by up to £5 million per claim in Information Accuracy Insurance, as well as PI cover for each search making doubly sure that we're always prepared for any mishap.

### The Search Code:

- Provides protection for homebuyers, sellers, estate agents, conveyancers and mortgage lenders who rely on the information included in property search reports undertaken by subscribers on residential and commercial property within the United Kingdom
- Sets out minimum standards which firms compiling and selling search reports have to meet
- Promotes the best practice and quality standards within the industry for the benefit of consumers and property professionals
- Enables consumers and property professionals to have confidence in firms which subscribe to the code, their products and services
- By giving you this information, the search firm is confirming that they keep to the principles of the Code. This provides important protection for you.

### The Code's core principles

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

- Display the Code logo prominently on their search reports.
- Act with integrity and carry out work with due skill, care and diligence.
- At all times maintain adequate and appropriate insurance to protect consumers.
- Conduct business in an honest, fair and professional manner.
- Handle complaints speedily and fairly.
- Ensure that all search services comply with the law, registration rules and standards.
- Monitor their compliance with the Code.

## 11. Warranties and Limitation of Liability

a) We do not guarantee or warrant:

The services of third-party service providers but assign to you any warranties given by the third party provider. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded, including where permitted any implied warranties of fitness for a particular purpose.

b) We shall not be liable for:

Any consequential or indirect loss including, but not by way of limitation, loss of profit or loss of contract; loss of good-will, reputation or otherwise, which arise out of or in connection with the Services, or the agreement; the services of any third-party service providers; or any inaccuracy, omission or other error in any part or parts of a search or report which arises from any inaccuracies, omissions or errors on a public register. In addition to the foregoing, we shall not be liable for any damage or loss whatsoever caused: by any virus, including damage to your software, data or computer equipment, or any other property resulting from your access to, use of or browsing of the Website; as a result of downloading any material, data, text, images, video or audio from the Website; by the contents of or your access to, any website linked to the Website; by inaccuracies or typographical errors of information in the instruction.

c) In any event our total liability to you in contract or in tort shall not exceed £5,000,000 in respect of any single claim, event, or series of related claims or events. Nothing in these Conditions excludes or limits our liability for personal injury or death caused by our negligence, or for fraud. Any services other than our Services, which are advertised in the Literature, are for information only, and we are not responsible for any such services which you may use as a result of our recommendation or otherwise. Any such third-party services may be subject to the terms and conditions of the relevant third-party service provider.

## 12. Indemnity

a) You agree to indemnify us and keep us indemnified from and hold us on demand and harmless from and against all costs, claims, demands, actions, proceedings, liabilities, expenses, damages or losses (including, without limitation, consequential losses and loss of profit, and all interest, penalties and legal and other professional costs and expenses) arising out of or in connection with: any breach by you of your obligations or these Conditions; or any claim by a third party that the Services infringe any rights of a third party or any applicable UK or international legislation or regulations.

- b) You agree to pay all costs, damages, awards, fees and judgments finally awarded against us arising from such claims and you will provide us with notice of all claims or allegations, full authority to defend, compromise or settle such claims and reasonable assistance necessary to defend such claims at your sole expense.

### 13. Intellectual Property Rights

You acknowledge and agree that any and all copyright connected with the design and development of our Website and the contributory software written by us, or our suppliers belong to or are licensed to us.

All trademarks, trade names and domain names which appear in the Literature belong to us, or to the relevant third-party suppliers.

### 14. Reliance by Third Parties

Our Services and any third-party services are provided solely for your use, or the use of your clients on whose behalf you have commissioned the services, or where appropriate your clients mortgagee and shall not be used or relied upon by any other third party, without our written consent.

### 15. Confidentiality

- a) All instructions and information received by us shall be dealt with by us in the strictest confidence.
- b) If you make a complaint and we are unable to resolve it to your satisfaction you may refer the complaint to The Property Ombudsman scheme (website [www.tpos.co.uk](http://www.tpos.co.uk), email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)). We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.

### 16. General

- a) You shall not be entitled to assign the agreement or any part of it without our prior written consent. We may assign the agreement or any part of it to any person, firm or company.
- b) The parties to these Conditions do not intend that any term of these Conditions shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to these Conditions.
- c) Failure or delay by us in enforcing or partially enforcing any provision of the agreement will not be construed as a waiver of any of our rights under the agreement.
- d) Any waiver by us of any breach of, or any default under, any provision of the agreement by you will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the agreement.

- e) If any provision or part of a provision is held to be invalid or unenforceable by any court or other body of competent jurisdiction, that provision or part of that provision shall be deemed severable and the other provisions or the remainder of the relevant provision will continue in full force and effect.
- f) Your order form(s) and these Terms and Conditions constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties. No oral explanation nor oral information given by any party shall alter the interpretation of these Conditions.
- g) You have not relied upon our representations save insofar as the same have been expressly incorporated in these Conditions and you agree that you shall have no remedy in respect of any misrepresentation (other than fraudulent misrepresentation) which has not become a term of these Conditions.

## 17. Agreement

The Agreement shall be governed by and construed in accordance with English law and shall be subject to the non-exclusive jurisdiction of the English Courts.

## 18. Third Party Terms and Conditions

Where a Customer is utilising our ordering platform technology or ordering third-party products and services from us, they will also be subject to additional Third-Party Terms and Conditions relating to the product(s) or service(s) ordered. Continued use of our platform and/or ordering of a third-party product, indicates acceptance of any Third-Party Terms and Conditions that may apply to third-party products and/or services ordered via our platform.

- **Technology Platform Third Party Term and Conditions – Technology Platform**  
<https://www.elanconvey.co.uk/third-party-terms.pdf>

## IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by Property Information Company Ltd, The Sorting Office, 2A St Georges Road, London, NW11 0LR, Tel: 0203 637 3383, Email: [info@picsearches.com](mailto:info@picsearches.com) which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

The Search Code:

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

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

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- conduct business in an honest, fair and professional manner
- handle complaints speedily and fairly
- ensure that products and services comply with industry registration rules and standards and relevant laws
- monitor their compliance with the Code

### COMPLAINTS

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award up to £5,000 to you if the Ombudsman finds that you have suffered actual financial loss and/or aggravation, distress or inconvenience as a result of your search provider failing to keep to the Code.



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

TPOs Contact Details:

The Property Ombudsman scheme

Milford House

43-55 Milford Street

Salisbury

Wiltshire SP1 2BP

Tel: 01722 333306

Fax: 01722 332296

Web site: [www.tpos.co.uk](http://www.tpos.co.uk)

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

You can get more information about the PCCB from [www.propertycodes.org.uk](http://www.propertycodes.org.uk).

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

If you want to make a complaint, we will:

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

Complaints should be sent to: Adam Freedman, Managing Director, Property Information Company Ltd, The Sorting Office, 2A St Georges Road, London, NW11 0LR, Tel: 0203 637 3383, Email: [info@picsearches.com](mailto:info@picsearches.com).

If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, E-mail: [admin@tpos.co.uk](mailto:admin@tpos.co.uk).

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

If your complaint is in relation to our insurance products you may refer your complaint to: Financial Ombudsman Service; Exchange Tower, Harbour Exchange Square, London, E14 9SR. ( Tel: 0207 964 1000, Fax: 020 7964 1001, Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk))

## Personal Search Insurance (Drainage and Water Search)


### Schedule


**Policy Number: XXXXXXXXX**

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

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

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

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



## Definitions

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

**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](mailto: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**

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:
  - (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 Search Report, did not provide answers to the following questions, for the purposes of the Search Report at the policy Inception Date
    - 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 or Official 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.

**Declaration** The monthly declaration submitted by the Search Provider to the Insurer via the Administrator.

**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.

**Master Policy** Policy Number XXXXXXXXX which the Search Provider has added to a Declaration submitted to the Administrator each month.

**Mortgagee** Any financial institution which has a mortgage or charge secured on the Property on or after the Inception Date.

**Official Search Report** Direct responses from an Appropriate Authority to an application made to it under forms 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 drainage and water company with regards to search forms CON29(DW).

## Cover

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

## **Protection for Mortgagees and Successors in Title**

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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**

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

## Claims Conditions

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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**

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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**

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

## **Making a Claim**

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

## **Complaints Procedure**

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We aim to provide an excellent service. If You have any cause for complaint You should, in the first instance, contact the Administrator by email [complaints@clspropertyinsight.co.uk](mailto:complaints@clspropertyinsight.co.uk), by telephone at 01732 753 910 or by post to CLS Property Insight Limited, 26 Kings Hill Avenue, West Malling, Kent, ME19 4AE. Please quote the details of the Policy (surname and initials, policy number and property address). If the matter is not resolved to Your satisfaction, please write to:

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

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

The Financial Ombudsman Service

Exchange Tower

London E14 9SR

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

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

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

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

## **Financial Services Compensation Scheme (FSCS)**

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

## **Data Privacy Notice**

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

For our full Data Privacy Notice please visit Our website <https://www.cls.co.uk/assets/documents/Privacy%20Notice.pdf> or contact our Compliance Manager at: 26 Kings Hill Avenue, West Malling, Kent, ME19 4AE or by email: [Compliance@clspropertyinsight.co.uk](mailto:Compliance@clspropertyinsight.co.uk) or by telephone: 01732 753 910.

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

## **Collection of Data**

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

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

CLS may also collect data about You, Your business or the insured property from a number of different sources, including but not limited to the electoral 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**

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

## **Our uses of Data**

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

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

## **Sharing Your Data**

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

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

## **Transfer and Storage of Your Data Overseas**

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

## **Data Retention**

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

## **Data Subject Rights**

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

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

## **Changes to this Data Privacy Notice**

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



## Insurance Product Information Document

Company: Great Lakes Insurance UK Limited

Product: Personal Search Insurance

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

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

### What is this type of insurance?

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

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



### What is insured?

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



### What is not insured?

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



### Are there any restrictions on cover?

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



## Where am I covered (Geographical Limits)?

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



## What are my obligations?

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



## When and how do I pay?

Your Search Provider will pay the premium directly to us, the Administrator.



## When does the cover start and end?

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

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



## How do I cancel the contract?

This Policy may be cancelled by contacting the Cancellations Department at [cancellations@clspropertyinsight.co.uk](mailto:cancellations@clspropertyinsight.co.uk) within 30 days from the inception date. Provided no claim has been made or is pending, any premium paid will be refunded in full. No refund of premium will be available if the policy is cancelled after 30 days from the inception date.

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

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

## Initial Disclosure Document

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### To the Intermediary

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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

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**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](mailto: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](http://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](mailto:complaints@clspropertyinsight.co.uk). Please quote the details of the Policy (surname and initials, policy number). If the matter is not resolved to Your satisfaction, please write to:

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

If You are still dissatisfied, then You may have a right to refer Your complaint to:  
The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR  
0800 023 4 567 calls to this number are now free on mobile phones and landlines  
0300 123 9 123 calls to this number cost no more than calls to 01 and 02 numbers  
Email at: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

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

**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](http://www.fscs.org.uk) or by telephone on 0800 678 1100.