

Personal Regulated Drainage Search



Connection Summary

	Mains Water Entries under question 2(b)	CONNECTED
	Foul Water Entries under question 1(b)	CONNECTED
	Surface Water Entries under question 1(c)	CONNECTED

Asset Location Summary

	Drainage Assets within Boundary Entries under question 1(e)	YES
	Water Assets within Boundary Entries under question 2(c)	SEE ANSWER
	Public Sewer within 100ft Entries under question 1(f)	YES

Search Details

Property Address

10 Aberford Road
Barwick in Elmet
LEEDS
Leeds
LS15 4DZ

Catchment Area

Yorkshire Water Services Ltd
PO Box 52
Bradford
BD3 7YD

Report Reference

12196575

Customer Reference

NSNFAPA - Quarmby -10 and 12
Aberford Road

Search Date

22 June 2022

Requested By

ASAP

Search Conducted by

Christopher McAllister

Customer Service

If you have any additional enquiries
or require further information to
assist with this transaction, please
contact our Helpdesk on

0800 977 8810

or by emailing
clientqueries@searchflow.co.uk

Website: www.searchflow.co.uk



Twitter: @searchflow



Linkedin: @SearchFlow





Understanding This Report

Data Sources

The information in this report has been obtained by diligent comparison of location plans supplied by Ordnance Survey and an inspection of the Water Company's own publicly available water and sewer asset plans.

To clarify the source of information for each section of this report, we use the following icons:



Personal Regulated Drainage Search

Sections with this logo contain data inspected from Water Company sources by a Personal Search Agent.



SearchFlow

Sections with this logo are powered by SearchFlow systems.

Smart Colour Coding

To assist you with quickly reading and interpreting this report, we use the following colour coding:



No Entries

This section has been searched but no information was returned

NO



Attention

One or more entries in this section reveal potential risk and require attention

YES



Risk Not Screened / Requires Attention

Entries revealed in this section have not been risk scored and may require attention

YES



Low Risk

Information has been returned in this section and is perceived to be low risk

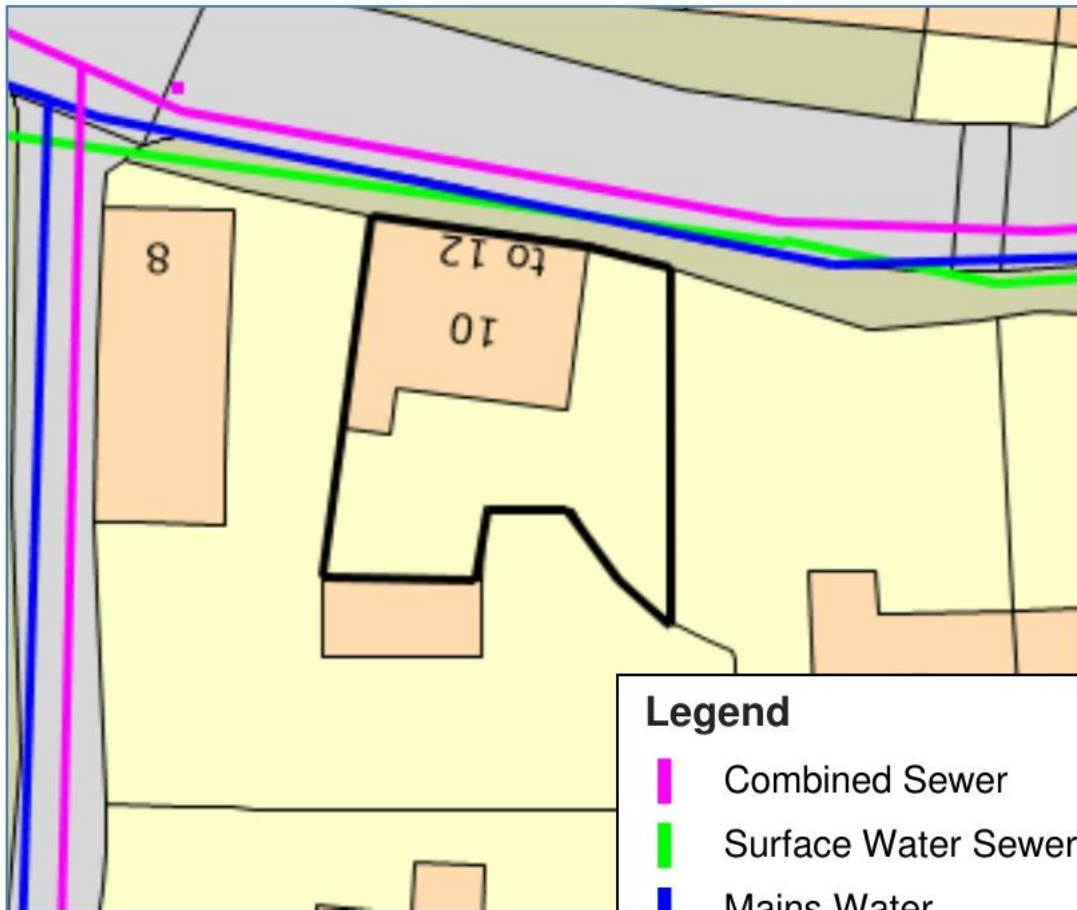
YES





Drainage and Water Asset Plan

This search has been compiled based on the search area outlined below.





Drainage Enquiries and Replies

This section contains information relating to the drainage of foul water and sewerage from the property and the run off of surface water to the public sewer network. We answer these questions based on information we obtain by visually inspecting the drainage assets of the relevant supplier for this coverage area.

1

Sewerage Undertaker The supplier for this area is:-

Yorkshire Water Services Ltd

T: 0345 1 24 24 24

PO Box 52
Bradford
BD3 7YD

W: www.yorkshirewater.com

1
(a)

Is a plan showing the nearest public sewers provided?

YES

A plan showing the nearest sewers is included in this report.

1
(b)

Does foul drainage from the property drain to a public sewer?

YES

Records indicate that foul water from the property does drain to a public sewer.



Connection status is inferred by visually inspecting the location of assets in the vicinity of the property. We recommend confirming this with the vendor.

1
(c)

Does surface water from the property drain to a public sewer?

YES

Records indicate that surface water from the property does drain to a public sewer.



Connection status is inferred by visually inspecting the location of assets in the vicinity of the property. We recommend confirming this with the vendor.

1
(d)

Is any sewer serving or which is proposed to serve the property subject of a current statutory adoption agreement or an application for such an agreement?

SEE ANSWER

The property is part of an established development and is not subject to an adoption agreement. Please note the majority of private sewers and lateral drains subject to adoption agreements were transferred into public ownership from 1st October 2011 and there may therefore be additional public sewers other than those shown on the plan.



1. If the property is a new or recent development, the developer may be able to provide additional information.
2. Private sewers and lateral drains subject to adoption agreements were in the main transferred to public ownership on 1st October 2011. As a result, additional public sewers other than those indicated on the public asset plan may now exist but not yet be shown if the water company has not yet updated their records.



1
(e)

Does the public sewer map show any public sewer within the boundary of the property?

YES

The map indicates an asset within the boundaries of the property. A full site inspection should be conducted prior to any works commencing to accurately locate the asset.

i

1. Statutory undertakers have a legal right to access properties to carry out work on assets located within the boundary of private properties. The employees or contractors of an undertaker may require access, subject to notice.
2. Historically, public sewers, disposal mains or lateral drains were not always recorded on public asset maps. It is possible for unidentified sewers, disposal mains or lateral drains to exist within the boundaries of the property. A site inspection is highly recommended prior to any development work commencing.
3. Private sewers and lateral drains subject to adoption agreements were in the main transferred to public ownership on 1st October 2011. As a result, additional public sewers other than those indicated on the public asset plan may now exist but not yet be shown if the water company has not yet updated their records. Public assets running within the boundary of the property may restrict development. If there are plans to develop the property, the sewerage undertaker should be contacted and further enquiries made.

1
(f)

Does the public sewer map show any public sewer within 100 feet (approximately 30 metres) of the property?

YES

The public sewer map included indicates that there is a public sewer within 30.48 metres (100 feet) of a building within the property.

i

There may be additional lateral drains and/or public sewers in the vicinity which are not recorded on the public sewer map if they were transferred to public ownership on 1st October 2011.

1
(g)

Is there a current statutory agreement or consent to erect a building or extension on the property over or in the vicinity of a public sewer or disposal main?

NO

There is no statutory access to records in relation to any approval or consultation about plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain. Where an asset is shown within the boundary, you may wish to make additional enquiries of the relevant authority.

i

1. If an asset is shown within the boundary of the property, you may wish to make further enquiries with the relevant company.
2. If a building, extension or conservatory is erected over a sewer without appropriate permission, it may have to be removed or altered.
3. Private sewers and lateral drains subject to adoption agreements were in the main transferred to public ownership on 1st October 2011. As a result, additional public sewers other than those indicated on the public asset plan may now exist but not yet be shown if the water company has not yet updated their records.





Water Enquiries and Replies



Water Enquiries and Replies

This section contains information relating to the supply of clean water to the property, which may be provided by a different company to the drainage services. We answer these questions based on information we obtain by visually inspecting the water assets of the relevant supplier for this coverage area.

2

Water Undertaker

The supplier for this area is:-

Yorkshire Water Services Ltd

T: 0345 1 24 24 24

PO Box 52
Bradford
BD3 7YD

W: www.yorkshirewater.com

2

(a)

Is a plan showing the nearest water assets provided?

YES

A plan showing any relevant water assets in the vicinity is included in this report.

2

(b)

Is the property connected to the mains water supply?

YES

Records indicate that the property is connected to mains water supply.

2

(c)

Does the map of waterworks show any vested water mains or assets within the boundary of the property?

SEE ANSWER

Any vested water assets we are aware of will be shown on the enclosed plan.



1. If an asset is shown within the boundary of the property, you may wish to make further enquiries with the relevant company.
2. If a building, extension or conservatory is erected over a water asset without appropriate permission, it may have to be removed or altered.

Billing Information

A drainage and water search would usually establish if a property is being billed for the provision of services, and if so, whether or not the property has a water meter installed. The Water Companies of England & Wales do not make this information available for public inspection, and as such it cannot usually be answered in the scope of a personal search report. The informative below suggests how the status of billing at the property can be confirmed prior to completion.

3

Charging Basis

What is the basis for charging for water supply and sewerage at this property?

SEE NOTE



Please refer to vendor or pre-contract documents such as a recent water bill to confirm the billing status of the property.





Setting a New Standard in Personal Searching

This search was produced for SearchFlow Limited by OneSearch Direct Limited, which is registered with the Property Codes Compliance Board.

In a marketplace driven by a need for speed and cost efficiency, Personal Regulated Drainage Searches have long provided a fast and effective alternative to the traditional CON29DW report.

In 2004, Richards Gray became one of the first personal search companies to provide a 'Private' drainage and water search. The appetite for the product was quickly proven, growing from a zero start to £2M revenue in its first year. Personal searches continue to grow year on year, and as a regulated product have been firmly established in credibility, with lender acceptance at an all-time high.



Richards Gray became part of SearchFlow in 2008, In 2016, we adopted the SearchFlow brand as part of the redevelopment of our drainage and water product. SearchFlow have set a new standard in data-driven reporting, adding intelligent risk highlighting and ease of use features that aid compliance while making the report more user friendly.

How This Search Was Compiled

This report highlights sections powered by datasets held within our group of companies. Those elements that were personal searched at the water company are indicated with the PSA icon, and the records were inspected and quality assured by **Christopher McAllister**.

Customer Care

If you have any queries arising from the content of this report, please contact our dedicated Helpdesk using the contact details on the Useful Contacts page.



Please see below the contact details for those authorities, agencies, organisations or data providers referred to within this report.

For all other queries please contact:

SearchFlow Ltd
42 Kings Hill Avenue
Kings Hill
West Malling
Kent
ME19 4AJ

If you require assistance please contact our dedicated Helpdesk team on:

0800 977 8810

or by emailing

clientqueries@searchflow.co.uk

Contact	Name	Address	Contact Details
1	Yorkshire Water Services Ltd	PO Box 52 Bradford BD3 7YD	T: 0345 1 24 24 24 E: W: www.yorkshirewater.com
2	Yorkshire Water Services Ltd	PO Box 52 Bradford BD3 7YD	T: 0345 1 24 24 24 E: W: www.yorkshirewater.com

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 email, 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 or on your behalf.

Complaints should be sent to:

SearchFlow Ltd, 42 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4AJ.
Tel: 0800 977 8810
Email: clientqueries@searchflow.co.uk

If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman Scheme (TPOs) as detailed on the next page. We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.



Important Consumer Protection Information

OneSearch Direct Limited have prepared this report, on behalf of Searchflow Limited. For further details, please refer to the Terms and Conditions.

OneSearch Direct Limited is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

The Search Code:

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

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

The Code's Core Principles

Firms which subscribe to the Search Code will:

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

Complaints

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award compensation of up to £5,000 to you if he finds that you have suffered actual loss 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
Email: admin@tpos.co.uk

You can get more information about the PCCB from www.propertycodes.org.uk.
PLEASE ASK YOUR SEARCH PROVIDER IF YOU WOULD LIKE A COPY OF THE SEARCH CODE





PERSONAL SEARCH (DW ERRORS AND OMISSIONS AND MISSING ANSWERS)

ISSUED BY
STEWART TITLE LIMITED

stewart title[®]

POLICY SUMMARY

keyfacts

POLICY TYPE
Personal Search (DW Errors and Omissions and Missing Answers)

THE INSURER
Stewart Title Limited

POLICY TERM
In Perpetuity from the Policy Date

INSURER'S ADDRESS
6 Henrietta Street, London, WC2E 8PS

TO THE POLICYHOLDER

We assume the need to purchase this policy has resulted from legal advice provided to you. You should read this summary in conjunction with the full policy wording to ensure you are fully aware of the terms and conditions of the cover.

TO THE INTERMEDIARY

We recommend this document is provided to the Insured before the conclusion of the insurance contact.

SIGNIFICANT CONDITIONS OR EXCLUSIONS UNDER THIS POLICY

Full details of conditions and exclusions are detailed in the policy, but we would draw your attention to the following:

You, or anyone acting on your behalf, must not:

- disclose the existence of this policy to any third party other than prospective purchasers, lenders, lessees and their legal advisers without our prior written consent
- take or fail to take action which results in a Claim as this may prejudice your position and void the policy
- take any steps to settle a Claim without our prior written consent.

UPDATING THE COVER

Requests to increase or extend cover can be considered. We are not permitted to provide advice or recommend how you proceed as you will need to make your own choice about this, with guidance from your intermediary.

RIGHTS TO CANCEL POLICY

This policy can be cancelled by contacting us within 14 days of the policy date, provided all interested parties (such as lenders holding a mortgage or charge on the Property) consent to cancellation. If you wish to cancel this policy, please write (quoting your policy number) to 'The Underwriting Manager' at the Insurer's Address.

HOW TO CLAIM

Please write (quoting your policy number) to 'The Claims Counsel' at the Insurer's Address or by e mail to ukclaims@stewart.com. You must provide details to us of any potential Claim without delay, please read the full Claims conditions within the policy.

COMPLAINTS

Any complaint should be raised in the first instance with our General Counsel by

- Writing to the General Counsel at the Insurer's Address
- Telephoning 0207 010 7820

Details of our complaints handling procedure are available by contacting our General Counsel

If we are unable to resolve your complaint to your satisfaction, you may have the right to refer your complaint to the Financial Ombudsman Service at Exchange Tower, London E14 9SR. The Financial Ombudsman Service website address is <http://www.financial-ombudsman.org.uk/>.

THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This will depend on the type of business and the circumstances of the Claim.

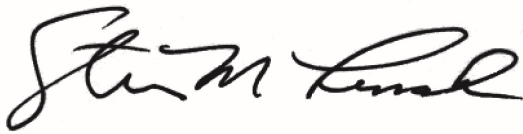
Further information about compensation scheme arrangements is available from the FSCS who can be contacted at Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU. The FSCS website may be viewed at www.fscs.org.uk.

BASIS OF COVER

The Insured has paid or agreed to pay the Premium for this indemnity cover.

The Insured agrees to comply with the terms and conditions of the policy. Failure by the Insured to comply can lead to invalidation of the policy in whole or in part or reduce the amount of any Claim subsequently made.

Signed for and on behalf of Stewart Title Limited

A handwritten signature in black ink, appearing to read 'Steven Lessack', is written over a light beige rectangular background.

Steven Lessack
CEO, Stewart Title Limited

Authorised Signatory

POLICY SCHEDULE

POLICY NUMBER 160482	PROPERTY Each property which is noted on the bordereau
POLICY DATE As referred to on the bordereau per Property	LIMIT OF INDEMNITY See Additional Policy Clause(s) section below
POLICY TERM In Perpetuity from the Policy Date	PREMIUM See Additional Policy Clause(s) section below

THE INSURED

The party purchasing the Property at the Policy Date and any bank, building society or other similar lending institution holding a mortgage or charge on the Property('the Lender') whether as a result of the purchase or as the result of the owner of the Property remortgaging it to the Lender

THE INSURER

STEWART TITLE LIMITED - (Company Reg 2770166), 6 Henrietta Street, Covent Garden, London, WC2E 8PS

THE DEFECT

The Insured has been provided with a Regulated Drainage and Water Search ('the Search') by the Organisation which may contain an Adverse Entry which materially affects the market value of the Property.

INSURED USE

Continued use of the Property for residential or commercial uses as in existence at the Policy Date

EXCLUSION(S)

Any Claim arising from or relating to:

- (i) any matter revealed in any other searches made available to the Insured or anyone acting on the Insured's behalf prior to the Policy Date
- (ii) any matter otherwise known to the Insured or anyone acting on the Insured's behalf prior to the Policy Date
- (iii) consequential loss
- (iv) environmental or contamination matters (including but not limited to the Environmental Protection Act 1990
- (v) any matter where the Insured or their legal advisors have not followed or acted upon the guidance notes provided in the Search

ADDITIONAL POLICY CLAUSE(S)

Definitions:-

Adverse Entry - Any matter or matters which would have been disclosed in the Search and which were in existence on or before the Policy Date

which adversely affect the market value of the Property but which were not disclosed in the Search due to:-

- (i) the absence in the Search of answers to questions 2.5.1, 2.8,2.9,3.4 and 4.5 and/or
- (ii) incorrect information being given to the Organisation by the statutory authority or authorities responsible for maintaining the registers forming the subject matter of the Search and/or
- (iii) incorrect information being given by the Organisation to the Insured in respect of Questions 2.1,2.2,2.4.1 and 3.1.where the Organisation has interpreted data obtained from the statutory authority or authorities responsible for maintaining the registers but that interpretation is incorrect due to the negligence of, or an error by, the Organisation.

Organisation - One Search Direct

Regulated Search - A search requested by or on behalf of the Insured in the course of a purchase or remortgage transaction relating to the Property in response to which the Organisation in accordance with the Council of Property Search Organisations' search code has undertaken enquiries and provided a report upon which the Insured relies.

LIMIT OF INDEMNITY
(Up to £ per Property)
£ 2,000,000.00

PREMIUM
(£ inclusive of I.P.T)
£1.15

MEMORANDUM OF ENDORSEMENT For Seller Cover

Definitions:

The definitions referred to below shall be read as being in addition to those given or where repeated for the purpose of the cover provided to the seller under the Policy as an alternative to those in the Policy.

Seller: The Seller of the Property who has requested and paid for the Regulated Search in order to enable the sale of the Property to the Buyer;

Buyer: The person(s), corporate or incorporate body, named as Buyer in the exchanged contract for the purchase of the Property on whose behalf a Regulated Search has been undertaken or who relies upon a Regulated Search carried out on behalf of the seller of the Property by the Organisation and who has subsequently purchased the Property following receipt of the Regulated Search.

Completion Date: The date upon which the sale of the Property to the Buyer completed.

Offer Price: The lower of (i) the price agreed between the Seller and the Buyer for the sale of the Property prior to the completion Date (ii) the highest valuation of the Property obtained by the Seller from and estate agent prior to marketing the property with the estate agent.

Sale Price: The price actually paid by the Buyer to the Seller for the Property on the Completion Date as detailed in the exchanged contract.

Seller Cover

The cover under this Policy will be extended to provide the additional cover referred to below namely that:-

The Seller shall have cover starting on the Completion Date for the matters referred to in sub paragraph (ii) under the definition of Adverse Entry in this policy by revealing an Adverse Entry which should not have been revealed ('the Error') and which is the sole and direct cause of the Buyer renegotiating the Offer Price of the Property to the Sale Price and as a result of which renegotiation the Seller has suffered loss.

Exclusions

The Company shall be not liable to indemnify the Seller for any Error:

- (i) not disclosed in the Search
- (ii) in respect of any matter of which the Seller or his legal representative had Knowledge as at the date that contracts are exchanged with the Buyer for the purchase of the Property.
- (iii) Any Adverse Entry which arises after the Effective Date
- (iv) The cover for the Seller shall not apply where the transaction is a remortgage or the Property is used for commercial purposes

Conditions

All conditions referred to in the Policy shall apply

This policy document and the bordereau form the basis of the Insured's policy, and the contract between the Insured and the Insurer. Please read the documents and keep them safe.

COVER

In the event there is an Adverse Entry affecting the Property on the Policy Date directly arising from the Search which materially affects the market value of the Property as detailed in the Defect ("Claim") the Insurer will indemnify the Insured against:

- a. The cost of remedying the Adverse Entry (including but not limited to the provision of a further indemnity policy to cover the specific risk(s) revealed by the Adverse Entry) and/or any sums paid pursuant to any voluntary settlement or compromise of a Claim with the prior written consent of the Insurer or any final order, decision, judgment or permanent injunction awarded against the Insured to free the Property from the Claim
- b. Reduction in the market value of the Property used in accordance with the Insured Use the market value being the average of the estimates of two independent Valuers of the market value of the Property as defined from time to time in the guidelines issued by the Royal Institute of Chartered Surveyors at the date of a final order, decision, judgment or permanent injunction awarded against the Insured, or where the Insurer otherwise accepts liability, and being the difference between the market value of the Property as at the Policy Date on the assumption the Adverse Entry is unenforceable and the market value of the Property as at the Policy Date to the extent the Adverse Entry is held to be enforceable
- c. Any shortfall in the amount required to discharge the outstanding debt under the mortgage or charge where the Insured is a mortgagee and exercises its rights under the mortgage or charge, or where the Insurer otherwise accepts liability.
- d. Any damages or compensation (including costs and expenses) awarded against the Insured in any proceedings brought against the Insured or agreed in any voluntary settlement or compromise of a Claim with the prior written consent of the Insurer
- e. All other costs and expenses incurred by the Insured with the prior written consent of the Insurer including the costs of the Insurer in defending or settling the Claim on the Insured's behalf

GENERAL PROVISIONS

- a. Any act or omission by the Insured, or anyone acting on the Insured's behalf, which in whole or in part induces a Claim under the policy may prejudice the Insured's position and could invalidate the policy in whole or in part or reduce the amount of any Claim.
- b. The Insurers liability under this policy will not exceed the Limit of Indemnity (as increased by the Inflation Provision if applicable).
- c. This policy shall 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.
- d. The policy and any endorsement issued in respect of it are one contract and shall be read together.
- e. The insured will not be entitled to abandon the Property to the Insurer.
- f. Your information may be used for the purposes of insurance administration by the Insurer, its associated companies, by reinsurers and your intermediary. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the Insurer's compliance with any regulatory rules/codes.
- g. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it.
- h. If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us to be able to process their personal data (including any sensitive personal data) and also that you have told them who we are and what we will use their data for, as set out in this notice.
- i. In the case of personal data, with limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you.

NON INVALIDATION

The interest in this policy of any Insured will not be invalidated by a breach of the policy terms or conditions by any other party, unless

- a. Such party acted on the Insured's behalf or with the Insured's knowledge and consent
- b. Where the Insured is a successor in title, they had knowledge of a breach of the policy terms or conditions or of previous non-disclosure or misrepresentation to the Insurer.

IMPORTANT CONDITIONS

In respect of each Property:-

- a. In deciding to accept this policy in exchange for the Premium and in setting the terms and premium, the Insurer has relied on the assumptions made being correct and any information given by the Insured (or anyone acting on the Insured's behalf). The Insured must ensure that, when answering any questions asked by the Insurer, any information provided is accurate and complete and the Insurer is informed of any assumptions which cannot be met.
 - b. If the Insured deliberately or recklessly provides the Insurer with false or misleading information, the Insurer may treat this policy as if it never existed and decline all claims.
 - c. If the Insured provides the Insurer with false or misleading information carelessly, the Insurer may:
 - a. treat this policy as if it had never existed, and refuse to pay all claims and return the premium paid. However, the Insurer may only do so if it would not otherwise have provided the Insured with insurance cover at all;
-

- b. amend the terms of this insurance, and apply the amended terms as if they were already in place, if a claim has been adversely affected by the Insured's carelessness;
 - c. reduce the amount the Insurer will pay on a claim in the proportion the premium the Insured has paid bears to the premium the Insurer would have charged for the policy; or
 - d. take a similar proportionate action.
The Insurer, or anyone acting on the Insurer's behalf, will write to the Insured if the Insurer intends to treat this policy as if it had never existed, or amend the terms of the policy.
- d. If the Insured becomes aware that the information given to the Insurer is inaccurate, the Insured must inform the Insurer as soon as practicable.
- e. The Insured (or anyone acting on the Insured's behalf) shall not at any time disclose the existence of this policy to any third party other than bona fide prospective purchasers, their lenders, lessees and respective legal advisers without the Insurers written consent
- f. The Insured shall not discuss the Defect with any party without the Insurer's written consent, who, it is reasonable to believe can as a result of the discussion make a Claim.
- g. A bordereau is provided to the Insurer by the Policyholder in Excel format setting out the address of the Property, the Limit of Indemnity (being the purchase price of the Property) and the Policy Date (being the date of exchange of contracts for the purchase of the Property by the Insured) and that the bordereau is sent to the Insurer at the Insurer's Address within 14 days of the month end following the Policy Date and payment for all properties listed on the bordereau paid either by cheque payable to Stewart Title Limited or by BACS to HSBC Bank Plc, 60 Queen Victoria Street, London EC4N 4TR Account Name: Stewart Title Premium Collection Account, Sort Code 40-05-30, Account Number: 94573269 Reference: 160482

In respect of Conditions e, f and g above where the Insured fails to comply with these conditions the Insurer's liability under this policy may be limited to the extent the Insurer is compromised by any breach of these conditions

COMPLAINTS PROCEDURE

Any complaint should be raised in the first instance with our General Counsel by

- Writing to the General Counsel at the Insurer's Address
- Telephoning 0207 010 7820

Details of our complaints handling procedure are available by contacting our General Counsel.

If we are unable to resolve your complaint to your satisfaction, you may have the right to refer your complaint to the Financial Ombudsman Service at Exchange Tower, London E14 9SR. The Financial Ombudsman Service website is <http://www.financial-ombudsman.org.uk/>.

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

RIGHT TO CANCEL POLICY

This Policy can be cancelled by contacting us within 14 days of the policy date, provided all interested parties (such as lenders holding a mortgage or charge on the Property) consent to cancellation. If you wish to cancel this policy, please write (quoting your policy number) to 'The Underwriting Manager' at the Insurer's Address.

We may at our discretion charge you for the time that you have been on cover including Insurance Premium Tax.

Any refund of premium will be made to the party who paid the premium.

CLAIMS CONDITIONS

On becoming aware of any potential or actual Claim, the Insured will:

- a. provide written notice and details to the Insurer at the Insurer's Address immediately of all known facts including all communications, correspondence and all court documents.
- b. not admit any liability whatsoever or take steps to compromise or settle the Claim, without the written consent of the Insurer.
- c. provide all information and assistance that the Insurer and/or any party professional or otherwise acting on the Insurer's behalf require at the Insured's own expense doing everything reasonably practicable with the Insurer's prior written consent to minimise any loss.

The Insured will not make any

- a. admission, promise of payment or indemnity
- b. application to a court, Upper Tribunal (Land Chamber) or the Land Registry without the written consent of the Insurer

DEALING WITH THE CLAIM

- a. In dealing with the Claim the Insurer will at its discretion and cost be entitled to (whether or not the Insurer is liable under this policy):-
 - i. take or defend proceedings in any court or tribunal in the name of the Insured in any proceedings including the right to abandon or submit to judgment

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- ii. exercise, in the name of the Insured, any rights or remedies available to the Insured in any proceedings including the right to abandon or submit to judgment
 - iii. compromise, settle or compound the Claim and deal in such manner as it thinks fit
 - iv. pay at any time to the Insured the amount of the Limit of Indemnity (as increased by the Inflation Provision if applicable) or any lesser amount for which the Claim can be settled and then relinquish control of and have no further involvement with the Claim.
- b. The Insurer shall be under no obligation to pay the proceeds of any Claim paid under this Policy to any party other than the Insured and that the proceeds of any Claim shall be incapable of assignment.
 - c. If, at the time of the Claim, there is other insurance (whether incepted by the Insured or any other party) under which the Insured may be entitled to make a Claim, either wholly or partly in respect of the same interest or risk covered by this policy, the Insurer will not be liable to pay or contribute more than their rateable proportion of the Claim.
 - d. If the Insured shall make any Claim knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall become void and the Claim shall be forfeited.
 - e. The Insurer will be entitled to all rights and defences it may have in respect of a Claim notified by any Insured against any successor to that Insured.
 - f. Where the Insurer and the Insured cannot agree to the amount to be paid under this policy the matter shall be referred to an arbitrator to be appointed by the parties (or in default of agreement, in accordance with the law in force at the time). The making of an award by the arbitrator shall be a condition precedent to any right of action against the Insurer. The Insured will afford to the Insurer every reasonable assistance in this respect.
 - g. If the Insurer agrees or is obliged to make any payment to or on behalf of an Insured because of the risk insured by this policy the Insurer will immediately be subrogated to any rights which the Insured may have in relation to that risk.

THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This will depend on the type of business and the circumstances of the Claim.

Further information about the compensation scheme arrangements is available from the FSCS who can be contacted at Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, EC3A 7QU. The FSCS website may be viewed at www.fscs.org.uk.

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Personal Regulated Drainage Search

Terms and Conditions

The Search Company

1. This Search Report was prepared by:
OneSearch Direct Limited
6th Floor Skypark 1
8 Elliot Place
Glasgow
G3 8EP

Company Number: SC230285

(Referred to as "OneSearch").

On behalf of:

Searchflow Limited
5-7 Abbey Court Eagle Way
Sowton Industrial Estate
Exeter
Devon
EX2 7HY

Company Number: 04084804

Customer Services:

(0)800 977 8810
clientqueries@searchflow.co.uk

(Referred to as "Searchflow").

2. OneSearch and Searchflow maintain contractual relationships with various persons involved in the conveyancing process in the UK. OneSearch will disclose on the Search Report any personal or business relationship it has with individuals involved in the sale of the property as identified when the Search Report is ordered. OneSearch cannot accept liability for failing to disclose a relationship when a person's involvement in the transaction is not declared at the outset.

Terms for Preparation of Search

3. This Search Report does not consider whether all necessary consents have been obtained. Purchasing agents are advised to obtain the necessary documentation from the vendors.

4. The necessary searches to prepare this report were completed on the date of issue as specified on the coversheet.

Legal Issues

5. The Search Report has been prepared with reasonable care and skill by staff trained and employed by OneSearch.

6. The seller of the subjects or the person acting as his/her estate agent may make copies of this Search Report subject to our prior agreement.

7. These terms are enforceable against OneSearch not only by the seller of the property but also by the purchaser of, or mortgage lender in respect of, the property, in their own right.

8. Any questions or complaints regarding the content of the Search Report; the manner in which the search was prepared or completed; or the service provided by staff of Searchflow should be submitted in the first instance to Customer Services as set out in paragraph 1. Claims may also be made under the relevant insurance. (See also under Liability and Insurance below.)

Liability

9. This search is protected by Professional Indemnity Insurance arranged by Travelers Insurance Co Ltd, the limit of which is £10,000,000. This indemnity also provides cover for errors and omissions of local authority and water company data/ records which are used to compile our search reports. The search further benefits from 6 years run-off cover.

10. If the insurance company goes out of business, compensation may be available from the Financial Services Compensation Scheme (FSCS). The Financial Ombudsman Service may also provide help in resolving disputes involving insurance companies.

11. The content of this report is partly derived from third party sources. In respect of risk assessments and professional opinions, we do not warrant the accuracy or completeness of any information or content provided, unless we should reasonably have been alerted to any omission, error or inaccuracy in the content. Such content is provided specifically from the sources as described by Searchflow and we do not claim that these represent an exhaustive or comprehensive list of all sources that might be consulted. We shall not be liable for any inaccurate statement, opinion or risk rating in a service which resulted from a reasonable interpretation of the Content.

Complaints Procedure

12. Searchflow is registered with the Property Codes Compliance Board as a subscriber to the Search Code. A key commitment under the Code is that firms will handle any complaints both speedily and fairly.

If you make a complaint, we will:

- Acknowledge your complaint 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 email, 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 addressed to Customer Services as set out in paragraph 1, either by letter, email, or telephone. If you are not satisfied with our final response, you may refer the complaint to **The Property**

Ombudsman scheme:

Tel 01722 333306

Email admin@tpos.co.uk

We will cooperate fully with the Ombudsman during any investigation and comply with their decision.