



# REGULATED LOCAL AUTHORITY SEARCH

## Property Address

15  
THE AVENUE  
NEWCASTLE UPON TYNE  
NE3 4RT

## Search Prepared for

NW Property Solutions  
Baldon House  
Wheatlands Way  
Pity Me  
Durham  
DH1 5FA

### LOCAL LAND CHARGES REGISTER SUMMARY

	Land Charges Date	03/04/2024
<b>PART 1</b>	General Financial Charges	None revealed
<b>PART 2</b>	Specific Financial Charges	None revealed
<b>PART 3</b>	Planning Charges	Included
<b>PART 4</b>	Miscellaneous Charges	Included
<b>PART 5</b>	Fenland Ways Maintenance Charges	None revealed
<b>PART 6</b>	Land Compensation Charges	None revealed
<b>PART 7</b>	New Town Charges	None revealed
<b>PART 8</b>	Civil Aviation Charges	None revealed
<b>PART 9</b>	Opencast Coal Charges	None revealed
<b>PART 10</b>	Listed Building Charges	None revealed
<b>PART 11</b>	Light Obstruction Notices	None revealed
<b>PART 12</b>	Drainage Scheme Charges	None revealed

Search No: **10741**

Completion Date: **03/04/2024**

Client Reference: **743733~1001653~**

Plan Attached: **No**

### Council Name & Address

Newcastle City Council  
Civic Centre  
Barras Bridge  
Newcastle upon Tyne  
NE99 2BN

### Search prepared by & any enquiries to

#### Property Search North East Ltd

Tel: 0191 213 6666

Email: [info@propertysearchnortheast.co.uk](mailto:info@propertysearchnortheast.co.uk)

### On behalf of Property Search North East

Signed:

Michelle Poller



## ENTRIES RELATING TO LAND AND PREMISES KNOWN AS:

15  
THE AVENUE  
NEWCASTLE UPON TYNE  
NE3 4RT

## LOCAL LAND CHARGE REGISTER Parts applicable are listed below

### PART 3 Planning Charges

1. Direction made by Newcastle City Council on 24th November 2010. Article 4(1) Town and Country (General Permitted Development ) Order 1995. That permission granted by Article 3 of the Town and Country Planning (General Permitted Development) Order 1995 shall not apply to development of the type specified in the 1st schedule of this direction. The effect of the direction is that development of the type specified in the 1st schedule must not be carried out unless planning permission is granted by the Council under Part II of the Town and Country Planning Act 1990

Order Confirmed 15/04/11  
Came into force 25/11/11

NB.

1st Schedule as follows: -

Development consisting of change of use of a building to use falling within Class 4 (House in Multiple Occupation) of the schedule of the Town and Country (Use Classes) Order 1987 from use falling within Class C3 (Dwellinghouse) of that schedule

Registered 10/02/12

### PART 4 Miscellaneous Charges

1. Smoke Control Order  
With the exception of areas within the former administration areas of Castle Morpeth which are now within the boundaries of Newcastle upon Tyne, the whole of the administrative area of Newcastle upon Tyne is within various smoke control areas  
Registered 17/02/03

## PLANNING APPLICATIONS

1. NONE
- 

## ■ BUILDING REGULATIONS

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1. GASAFE  
Installed a new boiler  
Received 12/04/2006
  2. FENSA  
1 door 5 windows  
Received 30/11/2017
- 

## ■ ADDITIONAL INFORMATION:

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Newcastle Council cut-off date for Planning is 01/01/1974 and for Building Control is 01/01/2005  
Please note that PSNE only reveal planning history post 1990. However all planning charges disclosed under Part 3 of the Local Land Charges Register will be shown as per the Local Land Charges Act 1975.

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## 1

## PLANNING AND BUILDING REGULATIONS

## 1.1.Planning and Building Decisions and Pending Applications

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

- |   |                                      |
|---|--------------------------------------|
| (a) a planning permission;  | Any entries are listed in our report |
| (b) a listed building consent;  | Any entries are listed in our report |
| (c) a conservation area consent;  | Any entries are listed in our report |
| (d) a certificate of lawfulness of existing use or development;   | Any entries are listed in our report |
| (e) a certificate of lawfulness of proposed use or development;   | Any entries are listed in our report |
| (f) a certificate of lawfulness of proposed works for listed buildings;   | Any entries are listed in our report |
| (g) a heritage partnership agreement;   | Any entries are listed in our report |
| (h) a listed building consent order;  | Any entries are listed in our report |
| (i) a local listed building consent order;  | Any entries are listed in our report |
| (j) building regulation approvals;  | Any entries are listed in our report |
| (k) a building regulation completion certificate; and   | Any entries are listed in our report |
| (l) any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme | Any entries are listed in our report |

*INFORMATIVE: The local authority may not always be aware of such works and enquiries should be made of the seller.*

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

## 1.2 Planning Designations and Proposals

What designation of land use for the property or the area and what specific proposals for the property are contained in any existing or proposed development plan?

Core Strategy and Urban Core Plan for Gateshead and Newcastle upon Tyne 2010-2030 Adopted 26/03/2015  
Development and Allocations Plan 2015-2030 Adopted 24/06/2020

Within:- Wildlife Enhancement Corridor  
Property abuts -  
Protecting Open Space

## 2

## ROADS AND PUBLIC RIGHTS OF WAY

## Roadways, footways and footpaths

2.1 Which of the roads, footways and footpaths named in the application for this search (via boxes B and C) are:

- |  |   |
|--|---|
| (a) highways maintainable at public expense:   | The Avenue and lane to the rear are highways maintainable at public expense |
| (b) subject to adoption and supported by a bond or bond waiver;                          | None  |
| (c) to be made up by a Local Authority who will reclaim the cost from the frontagers; or | None  |
| (d) to be adopted by a Local Authority without reclaiming the cost from the frontagers?  | None  |

## Public rights of way

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

*INFORMATIVE: Additional rights of way (eg cycle tracks) may exist other than those shown on the definitive map.*

- |  |     |
|--|-----|
| (2.3) Are there any pending applications to record a public right of way that abuts, or crosses the property, on a definitive map or revised definitive map?                     | No  |
| (2.4) Are there any legal orders to stop up, divert, alter or create a public right of way which abuts or crosses the property not yet implemented or shown on a definitive map? | No  |
| (2.5) If so, please attach a plan showing the approximate route  | N/A |

### 3 OTHER MATTERS

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

#### 3.1 Land required for Public Purposes

Is the property included in land required for public purposes? No

*INFORMATIVE: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.*

#### 3.2 Land to be acquired for road works

Is the property included in land to be acquired for roadworks? No

*INFORMATIVE: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.*

#### 3.3 DRAINAGE MATTERS

- |     |   |                |
|-----|---|----------------|
| (a) | Is the property served by a sustainable urban drainage system (SuDS)?   | No             |
| (b) | Are there SuDS features within the boundary of the property? If yes, is the owner responsible for maintenance?                | No             |
| (c) | If the property benefits from SuDS for which there is a charge, who bills the property for the surface water drainage charge? | Not applicable |

How can copies of relevant documentation be obtained?

*INFORMATIVE: Many local authority records do not allow for the provisions of comprehensive answers for these questions. We therefore recommend checking planning approvals, Section 106 Agreements and referring to the vendor in order to establish if the property is served by a Sustainable Urban Drainage System.*

#### 3.4 Nearby Road Schemes

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

- |     |  |    |
|-----|--|----|
| (a) | the centre line of a new trunk road or special road specified in any order, draft order or scheme;   | No |
| (b) | the centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway;   | No |
| (c) | the outer limits of construction works for a proposed alteration or improvement to an existing road, involving: (i) construction of a roundabout (other than a mini-roundabout); or (ii) widening by construction of one or more additional traffic lanes; | No |

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

No

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

No

(f) the outer limits of: (i) construction of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; (ii) construction of a roundabout (other than a mini-roundabout); or (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation?

Informative: For further information on an affirmative answer please contact Newcastle Highways dept. 0191 2116009

### 3.5 Nearby Railway Schemes

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

No

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

No

### 3.6 Traffic Schemes

Has a Local Authority approved but not yet implemented any of the following for the roads, footways and footpaths which are named in Boxes B and C and are within 200 metres of the boundaries of the property?

(a) permanent stopping up or diversion;

No

(b) waiting or loading restrictions;

No

(c) one way driving;

No

(d) prohibition of driving;

No

(e) pedestrianisation

No

(f) vehicle width or weight restriction;

No

(g) traffic calming works including road humps;

No

(h) residents' parking controls;

No

(i) minor road widening or improvement;

No

(j) pedestrian crossings;	No
(k) cycle tracks; or	No
(l) bridge building?	No Informative: For further information on an affirmative answer please contact Newcastle Highways dept. 0191 2116009

*INFORMATIVE: In some circumstances road closures can be obtained by third parties from Magistrate's Courts, or can be made by the Secretary of State for Transport without involving the local authority.*

*INFORMATIVE: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.*

### 3.7 Outstanding Notices

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

(a) building works;	No
(b) environment;	No
(c) health and safety;	No
(d) housing;	No
(e) highways;	No
(f) public health?	No
(g) flood and coastal erosion risk management ?	No

*INFORMATIVE: matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry*

### 3.8 Contravention of Building Regulations

Has a Local Authority authorised in relation to the property any proceedings for the contravention of any provision contained in building regulations?	No
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### 3.9 Notices, Orders, Directions and Proceedings under Planning Acts



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

(a) an enforcement notice;	No
(b) a stop notice;	No
(c) a listed building enforcement notice;	No
(d) a breach of condition notice	No
(e) a planning contravention notice	No
(f) another notice relating to breach of planning control;	No
(g) a listed building repairs notice;	No
(h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation;	No
(i) a building preservation notice;	No
(j) a direction restricting permitted development;	No
(k) an order revoking or modifying a planning permission;	No
(l) an order requiring discontinuance of use or alteration or removal of buildings or works;	Please refer to Local Land Charges information
(m) a tree preservation order; or	No
(n) proceedings to enforce a planning agreement or planning contribution?	No

*INFORMATIVE (where relevant): National Park authorities also have the power to serve a building preservation notice, so an enquiry should also be made with them.*

*INFORMATIVE: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry*

### 3.10 Community Infrastructure Levy (CIL)

(a) Is there a CIL charging schedule?	Yes Please see below for the CIL Charging Schedules <a href="https://www.newcastle.gov.uk/planning-and-buildings/planning-and-development/planning-guidance/community-infrastructure-levy">https://www.newcastle.gov.uk/planning-and-buildings/planning-and-development/planning-guidance/community-infrastructure-levy</a>
(b) If, yes, do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:-	
(i) a liability notice?;	No

(ii) a notice of chargeable development?	No
(iii) a demand notice?	No
(iv) a default liability notice?	No
(v) an assumption of liability notice?	No
(vi) a commencement notice?	No
(c) Has any demand notice been suspended?	No
(d) Has the Local Authority received full or part payment of any CIL liability ?	No
(e) Has the Local Authority received any appeal against any of the above?	No
(f) Has a decision been taken to apply for a liability order?	No
(g) Has a liability order been granted?	No
(h) Have any other enforcement measures been taken?	No

*INFORMATIVE: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.*

### 3.11 Conservation Area

Do any of the following apply in relation to the property:

(a) the making of the area a conservation area before 31st August 1974; or	No
(b) an unimplemented resolution to designate the area a conservation area?	No

### 3.12 Compulsory Purchase

Has any enforceable order or decision been made to compulsorily purchase or acquire the property?

None revealed in available Public Registers

*INFORMATIVE: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry*

### 3.13 Contaminated Land

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

- |   |   |
|---|---|
| (a) a contaminated land notice:   | No  |
| (b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990:  |   |
| (i) a decision to make an entry;  | No  |
| (ii) an entry: or   |   |
| (c) consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990 before the service of a remediation notice? | None revealed - enquiries should also be made to the owner/occupier |

*INFORMATIVE: A negative reply does not imply that the property or any adjoining or adjacent land is free from contamination, or from the risk of it, and the reply may not disclose steps taken by another local authority in whose area adjacent or adjoining land is situated.*

### 3.14 Radon Gas

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

The answer to this question is based on the Indicative Atlas of Radon in England and Wales (HPARPD-033) which shows the worst case in a 1km square grid. As a result it is not intended to provide definitive response it is only intended as a guide to indicate if further enquiries should be made. This information can be viewed at <https://www.ukradon.org/information/ukmaps> According to Health Protection Agency information the property is BELOW the action level

### 3.15 Assets of Community Value

- |   |                |
|---|----------------|
| (a) Has the property been nominated as an asset of community value? | Not applicable |
| If so:-   |                |
| (i) Is it listed as an asset of community value?;                   | Not applicable |

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

(iii) Has the listing expired? Not applicable

(iv) Is the Local Authority reviewing or proposing to review the listing? Not applicable

(v) Are there any subsisting appeals against the listing? Not applicable

(b) If the property is listed:-

(i) Has the Local Authority decided to apply to the Land Registry for an entry or cancellation of a restriction in respect of listed land affecting the property? Not applicable

(ii) Has the Local Authority received a notice of disposal? Not applicable

(iii) Has any community interest group requested to be treated as a bidder? Not applicable

*INFORMATIVE: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry*

## Reference Source Information

Save for information provided verbally by a member of the council, all the information in this report has been obtained by inspection of the Local Land Charges Register, the Planning Register, the Local or Unitary Development Plans, the Register of Adopted Highways, the councils Transport & Policies Programme, the local and/or county council websites. **If you wish to obtain copies of any documents you should submit a written application to the council offices located at:-**

Newcastle City Council  
Civic Centre  
Barras Bridge  
Newcastle upon Tyne  
NE99 2BN

**Liability: Any negligent or incorrect entries in the records searched would be the responsibility of the information providers named above. Any negligent or incorrect interpretation of the records searched, and recording of that interpretation in the search report would be the responsibility of PSNE**

### Declaration

To the best of our knowledge neither the person who prepared or conducted this report has any previous relationship or business relationship with any person involved in the sale of the property being the subject of this report

## **IMPORTANT CONSUMER PROTECTION INFORMATION**

*This search has been produced by Property Search North East, The Stables, Wolsingham Road, Gosforth, Newcastle upon Tyne NE3 4RP, phone 0191 213 6666, fax 0191 213 6677, email [info@propertysearchnortheast.co.uk](mailto:info@propertysearchnortheast.co.uk), which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.*

*The Search Code:*

- *provides protection for home buyers, 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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*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*
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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 compensation of up to £5,000 to you if he 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 Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk) website [www.tpos.co.uk](http://www.tpos.co.uk)

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

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

**Complaints Procedure**

Property Search North East 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.

**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.

If you are not satisfied with the final decision, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman Scheme (TPOs). Telephone Number :01722 333306, E-mail: [admin@tpos.co.uk](mailto:admin@tpos.co.uk). Website [www.tpos.co.uk](http://www.tpos.co.uk)

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

Complaints should be sent to: Jacqui Bishop

Property Search North East Limited, The Stables, Wolsingham Road, Newcastle upon Tyne NE3 4RP  
Phone No. :0191 2136666, E-mail: [info@propertysearchnortheast.co.uk](mailto:info@propertysearchnortheast.co.uk)



## TERMS AND CONDITIONS OF BUSINESS

### Definitions

“PSNE” means Property Search North East, The Stables, Wolsingham Road, Gosforth, Newcastle upon Tyne NE3 4RP

“Client” means any third party entering into a contract with PSNE upon the terms and conditions specified herein.

1. All work undertaken by PSNE on behalf of the Client is subject to these terms and conditions and all other conditions warranties and representations express or implied or otherwise are hereby excluded. Any work undertaken by PSNE on behalf of the Client shall constitute an offer to contract on these terms and no addition, amendment or modification thereto shall be effective unless expressly agreed in writing by an authorised representative of PSNE. The Client agrees to be bound by these terms and conditions and by placing an order shall be deemed to have accepted them. PSNE may modify the terms and conditions, discontinue or revise the Services or any element of them at its sole discretion at any time with immediate effect without prior notice and the Client's continued use of the Services constitutes acceptance of any such amendment.

2. PSNE will accept instructions from the Client for the provision of services which will include instructions to undertake searches and/or other associated activities as specifically set out in writing on PSNE's acknowledgement of order which usually would involve land, property or other structures. The provision of services may also extend to include search activities of other commercial and business interest as well as other commercial and business services provided by PSNE (“the Services”). It is agreed that these instructions will be accepted on the basis that the Client will be liable for all costs and associated expenses incurred by PSNE in carrying out this work. PSNE reserves the right to refuse to accept any order at any time.

Instructions received after 4pm will be treated as being received on the next working day. PSNE aims to complete all services within 5 working days. However, where this is not possible due to external factors such as local authority appointment systems or waiting for requested data, we will provide an estimated date for completion.

3. It is agreed that in respect of all work undertaken by PSNE on behalf of the Client, that PSNE are providing the Services only on the basis that the Client provides, supplies or makes available all necessary information for PSNE to carry out the requested Services, and this will include the provision of suitable location plans and/or other necessary documentation or material, all of which will be of good accurate quality and be fit for their intended purpose. Should no plan be provided, PSNE will fulfil the requested service but the search will be carried out based on the property address and not the location of the property. This may result in some information being excluded or missed from the search as we may be unable to locate the boundary of the search property. In some cases Local Land Charges will insist on a plan being provided, clearly showing the boundary of the property. Any delays incurred will be notified to the client.

4. PSNE will not be liable to the Client in the event that PSNE are unable to perform an obligation or to carry out the Services on behalf of the Client due to any factor outside of the control of PSNE, including but not limited to acts of God, industrial action, the default or failure of a third party, war or any other government action. In the event PSNE is so prevented from providing the Services it shall notify the Client forthwith. In the event the delay continues for a period in excess of 180 days either party may terminate the order.

5. All communications between PSNE and the Client and all information and other material supplied to or received by PSNE from the Client which is either marked “confidential” or is by its nature intended to be exclusively the knowledge of PSNE and the Client alone, shall be kept confidential unless or until both parties agree that it is or part of it is in the public domain, whereupon to the extent that it is public, this obligation shall cease. Notwithstanding the foregoing, information otherwise confidential may be disclosed to the extent that is bona fides necessary to disclose the same or part thereof on the purpose of the proper performance of the work that is being undertaken or to the extent required by law or any court of competent jurisdiction.

6. It is hereby agreed that the Services are for the exclusive use of the Client and the Client's customers and that no liability of whatsoever nature and/or however caused will pass to PSNE which may arise from any other party that has taken it upon themselves to rely on any information that may have been contained in the Services. The Services are provided for the exclusive benefit of the Client and/or its customers and the Client nor its customer shall disclose the same to any third party without the prior written consent and, where applicable, payment of an additional fee to PSNE.

7. A person who is not a party to any contract made pursuant to these terms and conditions shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of such contract.

8. Irrespective of any payment arrangements that the Client may have with its customers, the Client is solely responsible for payment of all charges within 30 days from the date of the invoice. In the event any invoice is not so paid, PSNE at their sole discretion suspend the provision of any further Services to the Client, refuse any further orders (and notify its associates accordingly) and/or charge interest at a rate of 3% above Barclays Bank Plc base rate from the date such sum is due until the date of payment whether before or after any judgement.

9. It is hereby noted and agreed that following the provision of the Services that unless PSNE is notified in writing within seven days from receipt of the Services or from the date of the defect becoming apparent that there is any discrepancy, inaccuracy or any other issue with the Services it shall be deemed that the Client is satisfied with the Services and PSNE shall have no further liability with regard to such Services.



10. PSNE shall carry out all work that is undertaken with all reasonable diligence and accuracy and will expedite all requests for the provision of the Services in the most efficient manner although it is noted time shall not be of the essence in delivery of the Services. In providing search reports and services PSNE will comply with the Search Code.

11. The Client acknowledges and agrees that the information and data supplied in the Services are derived from publicly available records and other third party sources and PSNE does not warrant the accuracy or completeness of such information or data, and the data supplied in the Services are derived solely from those sources specifically cited, PSNE does not claim that these sources represent an exhaustive or comprehensive list of all sources that might be consulted nor does it guarantee that all past or current land uses will be identified by the Services. The Services are professional business to business services not intended for use by persons other than those skilled in the use of property and environmental information. PSNE shall not be responsible for errors or corruptions in the Services resulting from inaccuracies or omissions in data supplied to it by third parties.

12. The Client acknowledges and agrees that all intellectual property rights in the Services are and shall remain owned by PSNE or its suppliers and nothing in the terms and conditions purports to transfer, assign or grant any rights to the Client in respect of the intellectual property rights. The Client and any person to whom it disclosed the Services agrees they will not attempt to affect any modification, merger or change to the Services nor permit any other person to do so nor will they copy, use, market, resell, distribute, merge, alter or add anything to the Services nor interfere with any trade mark or other proprietary markings on the Services, and the Client agrees to fully indemnify PSNE against any claim, losses or other damages suffered by PSNE as a result of any breach of these obligations.

13. PSNE provides warranties and accepts liability only to the extent stated in this clause 13. Nothing in these terms and conditions excludes either party's liability for death or personal injury caused by that party PSNE's negligence or wilful default. As most of the information contained in the Services provided to PSNE by others, PSNE cannot control its accuracy or completeness nor is it within the scope of the Services to check the information on the ground. Accordingly, and subject to the foregoing, PSNE will only be liable to the Client for any loss or damage caused by its negligence or wilful default and neither PSNE nor any third party providing information shall in any other circumstances be liable for any inaccuracies, faults or omissions in the Services nor shall PSNE have any liability for services used otherwise than in accordance with these terms and conditions. Save as precluded by law, PSNE shall not be liable for any indirect or consequential loss, damage or expenses (including loss of profits, loss of contracts, business or goodwill or any other type of special indirect or consequential loss) howsoever arising.

In the event that the client suffers loss as a result of the negligence or otherwise, the liability of PSNE will be limited to an amount not exceeding £5 million in respect of any individual claim.

PI cover is provided by Aqueous,  
FRN 597301

14. Please note all invoices and statements are submitted electronically. We do not provide hard copies of search reports and other documentation unless requested and a fee will then become payable for printing.

15. PSNE is registered with the Property Codes Compliance Board as a subscriber to the Search Code. As such, in providing search reports and services we will comply with the Search Code.

16. Independent dispute resolution.

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.

## **TERMS & CONDITIONS ON WHICH THE SEARCH HAS BEEN MADE AVAILABLE**

### *Definitions*

1. In these terms and conditions, the following words shall have the following meanings:

“We”, “us” and “our” are references to Property Search North East

“Report” means local report prepared by us in respect of Property.

“Property” means local/drainage or location supplied by the Customer or Client in the Order for the Report.

“Order” means the address or location supplied by the Customer or Client in the Order for the Report.

“Customer” means the person, company, partnership or other organization placing an Order either on their own behalf as a Client, or as an agent for the Client. “Client” means the seller, buyer, potential buyer and a lender in respect of the Property who is the intended recipient of the Report and has an actual or potential interest in the property.

#### *Agreement*

*2. We agree to supply the Report to the Client subject to these terms and the Client indicates their acceptance of these terms when placing an order for the Report or when relying on the information in the Report.*

#### *The Search Report*

*3. We will produce the Report with reasonable care and skill and it is provided to the Client on the Basis that they acknowledge and agree to the following:*

*3.1 The information in the Report reflects that available to us on the date the Report was produced.*

*3.2 The information contained in a Report can change on a regular basis and we cannot be responsible to the Client for any change in the information after the date on which the Report was produced and sent to the Client or for any inaccuracies, omissions or errors on a public register.*

*3.3 The Report is produced for use in relation to the Property supplied in the Order.*

*3.4 The Report is intended for the personal use of the client.*

#### *Liability and Insurance*

*4. We shall not be liable for any acts or omissions of any party for whom we are not responsible.*

*4.1 We do not accept liability for death or personal omissions of any party for whom we are not responsible.*

#### *Price and Payment*

*5. The price payable for the Report is inclusive of VAT, unless otherwise stated.*

*5.1 Unless the Client has an account with us for payment of the Reports, we must receive payment for Reports in full before the Report is produced*

#### *Confidentiality*

*6. All instructions and information received by us shall be dealt with by us in strictest confidence.*

#### *Copyright*

*7. The copyright and intellectual property rights in the Report shall remain our property.*

*7.1 The client agrees to respect and not to alter any trademark, copyright notice or trading name which appears on the Report.*

*7.2 The Client agrees to indemnify us against any costs, claims and damage suffered by us as a result of any breach by them of the copyright terms in paragraphs 7 and 7.1.*

#### *General*

*8. If any of term is held to be invalid or unenforceable, that provision or part of that provision shall be taken to be removed from these terms and the remaining term will continue in full force and effect.*

*8.1 these terms shall be governed by English law and shall be subject to the jurisdiction of the English Courts*

February 2023



# ASSET PROTECTION INSURANCE

Property Search Insurance Policy  
England and Wales Specific Risk Policy

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## CERTIFICATE OF INSURANCE

<b>Policy Number:</b>	<b>PSIP/IPSA/00-2878411710</b>
<b>Search Provider:</b>	Property Search North East Ltd, being a member of the Association of Independent Personal Search Agents ("IPSA")
<b>Policy Commencement Date:</b>	The date on which the Search Report was prepared.
<b>Property:</b>	The single residential or commercial property disclosed.
<b>Land Registry Number:</b>	N/A
<b>Insured Use:</b>	The continued use of the Property in existence as at the Policy Commencement Date and which shall continue to be used for the same purpose as at the Policy Commencement Date.
<b>Who is insured by this Policy, referred to as "you" or "your" in the Policy terms:</b>	The person or persons who has/have purchased the Property in reliance upon the Search Report ("Buyer") and/or the mortgage lender who have an interest in the Property ("Lender").
<b>The Insurer that provides this insurance, referred to as "the Insurer" or "us" in the Policy terms:</b>	XL Catlin Insurance Company UK Limited – 75% Royal & Sun Alliance Insurance Plc – 25%
<b>Policy Amount, which is the maximum amount of our liability under this Policy:</b>	GBP 2,000,000.00, per Search Report.
<b>Insured Event(s):</b>	You Loss or Damage, not exceeding the Policy Amount, because of an Adverse Entry which would or should have been disclosed in an Official Local Authority Search Result had one been carried out in relation to the Property on the Policy Commencement Date, but was not disclosed in the Search Report. This includes where the Appropriate Body's registers and information and/or the answers provided by the Appropriate Body for the purposes of the Search Report were incorrect as at the Policy Commencement Date due to the Appropriate Body's error or omission.
<b>Additional Uninsured Matter(s):</b>	Matters created by an error or omission by the Search Provider and/or their agent who obtained the information for the Search Report for you.
<b>Additional Condition(s):</b>	The Policy does not protect any person, or their mortgage lender, purchasing the Property from the Property Owner.
<b>Period of Insurance:</b>	This Policy protects you forever. It also insures others who own all or part of the Property together with any mortgagees, chargees

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or tenants who have an interest in all or part of the Property.

<b>Excess:</b>	GBP Nil
<b>Premium:</b>	<b>GBP 1.74 per Search Report</b>
<b>Insurance Premium Tax:</b>	<b>GBP 0.21 per Search Report</b>
<b>Total:</b>	<b>GBP 1.95 per Search Report</b>

Ian Keith, Managing Director

DUAL Asset

for and on behalf of **XL Catlin Insurance Company UK Limited and Royal & Sun Alliance Insurance Plc.**

## DEFINITIONS

Certain words in this Policy have particular meanings that are described below.

<b>Additional Conditions:</b>	Means any additional terms and conditions contained in the Certificate of Insurance.
<b>Adverse Entry</b>	An Adverse Entry means any matter(s) having a detrimental effect on the market value of the Property, that would or should have been disclosed in an Official Local Authority Search Result had one been carried out in relation to the Property on the Policy Commencement Date, but was not disclosed in the Search Report. This includes where the Appropriate Body's registers and information and/or the answers provided by the Appropriate Body for the purposes of the Search Report were incorrect as at the Policy Commencement Date due to the Appropriate Body's error or omission.
<b>Appropriate Body</b>	A local authority or other public body responsible for maintaining the registers and information that are covered by Forms LLC1 and Part 1 (Standard Enquiries) of Form CON29R (Law Society Copyright, as amended.)
<b>Authorised Expenses:</b>	<p>Legal fees, costs, disbursements and expenses that we are obliged to pay (including, but not limited to, expenses related to experts or other relevant third parties), which you or your Legal Representative incurs in defending you or pursuing your Claim because of an Insured Event. Authorised Expenses must always be reasonably and properly incurred. We must approve them in writing before they are incurred (such approval not to be unreasonably withheld, conditioned or delayed). However, we will backdate approval for Authorised Expenses of up to GBP 15,000, if it is not reasonably possible to obtain our written consent before those fees and expenses have been incurred. Before incurring any Authorised Expenses without our prior approval, the Insured is obliged to carry out the following steps:</p> <ul style="list-style-type: none"><li>(a) email a Claim notice in accordance with this Policy; and</li><li>(b) notify by telephone DUAL Asset's Claims Team and if no response, the Managing Director, on their mobile, the numbers of which you will find at <a href="http://www.dualasset.com">www.dualasset.com</a>.</li></ul>
<b>Certificate of Insurance:</b>	The certificate which appears at the beginning of this Policy, issued by DUAL Asset on behalf of the Insurer, which certifies that you will be indemnified in accordance with the terms and conditions of this Policy.
<b>Claim:</b>	A claim brought by or against you, or threatened by or against you, arising out of and/or in connection with any of the Insured Events.
<b>Court:</b>	A court of law, tribunal, panel, public authority or public body in England & Wales, which has the power to make a final legal ruling which affects

	the Property, for example the Upper Tribunal (Lands Chamber) or a Local Authority.
<b>DUAL Asset:</b>	DUAL Asset is a trading name of DUAL Corporate Risks Limited which is authorised and regulated by the Financial Conduct Authority, number 312593. Registered in England and Wales number 4160680, registered office: One Creechurch Place EC3A 5AF.
<b>Excess:</b>	The amount of Authorised Expenses and/or Loss or Damage which you are required to pay or incur, before the Insurer has any liability under this Policy. The relevant amount is stated in the Certificate of Insurance and applies in the aggregate for the Period of Insurance (unless otherwise amended by the Additional Conditions).
<b>Final Judgment:</b>	A judgment of a Court that cannot legally be appealed further.
<b>Hazardous Substance:</b>	Any substance exhibiting any characteristic hazardous to, or having an adverse impact on, the environment, including but not limited to solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapour, soot, fumes, acids, alkalis, soil, chemicals and waste materials, air emissions, odour, waste water, oil, oil products, infectious or medical waste, asbestos products, ionising radiation, nuclear fuel or any chemical, biological, bio-chemical or electromagnetic weapon.
<b>Insured Event(s):</b>	The issue or event that has led to, or given rise to a Claim, as set out in the "Insured Events" section of this Policy and in the Certificate of Insurance.
<b>Insured Use:</b>	The intended use of the Property, as described in the Certificate of Insurance.
<b>Insurer, we, us, our:</b>	XL Catlin Insurance Company UK Limited and Royal & Sun Alliance Insurance Plc
<b>Legal Representative:</b>	The person or firm that we appoint to represent you and protect your interests in respect of a Claim.
<b>Loss or Damage:</b>	<p>(a) Money, costs or some other remedy that you must pay to someone else, as a result of an Insured Event. This includes an award that a Court orders to be paid to settle your Claim, or a term of a Settlement requiring you to make a payment, or expenses that you incur complying with an order of a Court or a term of a Settlement, including an injunction.</p> <p>(b) The difference between the value of your Property immediately before a Final Judgment or Settlement resulting from an Insured Event (on the basis that no Claims have ever been or will be brought and no Settlements have ever been or will be entered into in respect of an Insured Event) and the value once there has</p>

been a Final Judgment or a Settlement resulting from an Insured Event, such values to be determined by a Valuer.

- (c) Demolition, alteration and/or reinstatement costs resulting from an Insured Event.
- (d) Costs and expenses (including, but not limited to, architects', planners' and surveyors' fees) that you have already incurred or contracted to incur on any development works permitted in accordance with the Insured Use, which are wasted because of an Insured Event.
- (e) Interest due under the terms of a mortgage on your Property, if any development works permitted in accordance with the Insured Use are delayed by an order of a Court, a term of a Settlement or at our request, because of an Insured Event.
- (f) Rent, service charges and insurance rents that you, as a tenant under a lease of the Property, are legally required to pay under the terms of a lease over any period of time in which you are prevented from using the Property for the Insured Use, as a result of an injunction granted on the basis of an Insured Event, until the date that the lease is lawfully determined.

<b>Period of Insurance:</b>	The Policy, and the cover afforded by it, starts on the Policy Commencement Date, which is stated in the Certificate of Insurance. The Policy continues to protect you and the Property for as long as the Property is affected by the Insured Events unless otherwise limited by the Certificate of Insurance or elsewhere in this Policy.
<b>Policy:</b>	This Asset Protection Insurance policy, which includes the Certificate of Insurance, the Definitions, the Policy Terms & Conditions and any endorsements.
<b>Policy Amount:</b>	The maximum amount of our liability under this Policy, which is stated in the Certificate of Insurance. Any payment of Authorised Expenses will not reduce the Policy Amount.
<b>Policy Commencement Date:</b>	The date this insurance contract commences, which is stated in the Certificate of Insurance.
<b>Property:</b>	The real estate described in the Certificate of Insurance, which will be used in accordance with the Insured Use. Please contact us immediately if the property details described in the Certificate are not correct.
<b>Official Local Authority Search Result</b>	Direct responses from an Appropriate Body to an application made to it under Forms LLC1 and Part 1 (Standard Enquiries) of Form CON29 (Law Society Copyright, as amended).
<b>Search Report</b>	The reports relating to the Property that have been issued by you and provides responses to the questions and information requested in Forms



LLC1 and Part 1 (Standard Enquiries) of Form CON29 (Law Society Copyright, as amended).

<b>Settlement:</b>	An out of court settlement of any Claim reached by us on your behalf or reached by you with the prior written consent of the Insurer, to settle a dispute between you and a third party.
<b>Uninsured Matters:</b>	Risks and events, for which we will not be liable, as set out in the “Uninsured Matters” section of this Policy.
<b>Valuer:</b>	The valuer appointed jointly by us and you to value the Property following a Final Judgment or Settlement resulting from an Insured Event or, in the absence of mutual agreement, by the President for the time being of the Royal Institution of Chartered Surveyors.
<b>You, your or Insured:</b>	The person(s), company, partnership or other legal entity referred to in the Certificate of Insurance.

## POLICY TERMS & CONDITIONS

### 1 INSURED EVENTS

We will indemnify you above the Excess (if applicable), in aggregate up to the Policy Amount, for Loss or Damage caused by any of the Insured Events. We will also pay your Authorised Expenses above the Excess (if applicable), which will not reduce the Policy Amount. Authorised Expenses incurred in relation to an Insured Event shall reduce the Excess. In order to claim on this indemnity, you must have paid the premium within 28 days of the Policy Commencement Date.

Our indemnity is based upon the terms and conditions of this Policy, the Uninsured Matters listed below and any Additional Conditions. If there is any inconsistency between the Policy Terms & Conditions and any Additional Conditions, then the Additional Conditions will prevail to the extent of the relevant inconsistency.

### 2 UNINSURED MATTERS

We will not indemnify you for Loss or Damage or pay Authorised Expenses, for the following Uninsured Matters, unless specifically insured against as an Insured Event(s):

- (a) Loss or Damage caused or increased by:
- (i) you communicating with a third party, in respect of an Insured Event(s), without our prior written consent (which we will not unreasonably withhold or delay); or
  - (ii) someone to whom you have disclosed the existence of this Policy without our consent (which we will not unreasonably withhold or delay).

However, you are permitted to disclose the Policy to, or communicate about Insured Event(s) with: a potential purchaser with whom you are negotiating a sale of the Property, a mortgage lender or tenant or your or their advisors or anyone to whom you are required by law to show this Policy or required by law to communicate with, regarding the Insured Event(s).

- (b) Claims against you (and resulting Loss or Damage), to the extent caused or increased by you using the Property for a use which is different to the Insured Use.
- (c) Your inability to sell the whole or any part of the Property, or any reduction in its sale price, because a risk exists that has not yet led to a Claim and a purchaser refuses to accept this Policy to protect it against the relevant risk.
- (d) Legal fees and other expenses included in the definition of Authorised Expenses, which we did not authorise in writing before they were incurred, unless we have backdated approval for these Authorised Expenses.
- (e) Loss or Damage caused by or arising from (i) any malicious or non-malicious electronic data activity, Hazardous Substance, terrorism, war, invasion, riot, civil commotion, revolution or a similar event and/or (ii) pollution, contamination, the environment, hazardous materials, biodiversity conservation, building energy efficiency or similar (unless specifically insured as an Insured Event).
- (f) Loss or Damage or Authorised Expenses resulting from a fraudulent, deliberately exaggerated or dishonest Claim made by you or arising from untrue or incomplete information provided by you when you applied for this Policy.

- (g) Loss or Damage (such as, but not limited to, the risks of fire or flood) that would be covered by a buildings and/or contents insurance policy.
- (h) Loss or Damage resulting from a governmental body or public utility company exercising statutory rights over your Property, unless specifically insured for under the Insured Event(s).
- (i) Any Loss or Damage, Claims or expenses directly or indirectly arising out of, contributed to by or resulting from coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) or any mutation or variation thereof. This exclusion also applies to any Claim, Loss or Damage or expenses of whatever nature directly or indirectly arising out of, contributed to by or resulting from: (i) any fear or threat (whether actual or perceived) of; or (ii) any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.
- (j) Any additional Uninsured Matter described in the Certificate of Insurance.

### 3 CONTRACT OF INSURANCE

#### 3.1 Duty of fair presentation

The Insured acknowledges its duty to make a fair presentation of the risk to the Insurer in accordance with the Insurance Act 2015. At inception of this Policy and whenever changes are made to it at your request, you must disclose to us all material facts in a clear and accessible manner and not misrepresent any material facts. If you do not comply with this duty, we may exercise the rights set out in this clause.

However, if you are an individual buying this Policy wholly or mainly for purposes unrelated to your trade, business or profession, the obligation above does not apply. In such circumstances, you have a duty to take reasonable care to answer all of the Insurer's questions fully and accurately and to ensure that any information that you provide is not misleading. This duty exists whilst arranging the policy, when it is renewed and any time that it is varied.

Nothing in this clause 3 limits or varies the application of the Insurance Act 2015, the Consumer Insurance (Disclosure and Representations) Act 2012 or other legislation which is relevant and applicable.

#### 3.2 Deliberate or reckless breach

If we establish that you deliberately or recklessly breached the obligations in clause 3.1, we may avoid this Policy, decline all Claims and retain the premium. We may also recover any amounts that we have already paid under this Policy, along with any costs or expenses we have incurred.

#### 3.3 Breach which is neither deliberate nor reckless

If we establish that your breach of the obligations in clause 3.1 was neither deliberate nor reckless then we can exercise the rights set out below.

- (a) If we would not have entered into this Policy, we may avoid this Policy and decline all Claims, but will return the premium to you. We may also recover any amounts that we have already paid under this Policy, along with any costs or expenses we have incurred.
- (b) If we would have entered into the Policy but on different terms (other than terms relating to the premium), we can treat this Policy as if it had been entered into on those different terms.

- (c) In addition, if we would have entered into the Policy, but would have charged a higher premium, we may reduce proportionately the amount to be paid on a Claim (and, if applicable, the amount already paid on prior Claims). In these circumstances, we will only pay X% of what we would have otherwise been required to pay, where  $X = (\text{the premium actually charged} \div \text{the premium we would have charged}) \times 100$ .

## 4 THE TERM OF THIS POLICY AND HOW TO CANCEL YOUR POLICY

### 4.1 Period of Insurance

The Policy, and the cover afforded by it, starts on the Policy Commencement Date, which is stated in the Certificate of Insurance. The Policy continues to protect you for as long as the Insured Events cause a risk to the Property.

### 4.2 Cooling off period

The cancellation right in this clause applies only if the Insured is a natural person who has entered into this Policy for purposes outside their trade, business or profession.

You are entitled (either yourself or through your professional adviser) to cancel this Policy by notifying DUAL Asset using any of the contact details shown in this Policy within fourteen (14) days of either:

- (a) the date you receive this Policy; or
- (b) the Policy Commencement Date,

whichever is the later.

A full refund of any premium paid will be made, unless you have made a Claim, in which case the full premium is due.

You cannot make a Claim after cancelling this Policy.

### 4.3 Our Right to Cancel

We are entitled to cancel this Policy, if there is a valid reason to do so, including for example:

- (a) any failure by you to pay the premium; or
- (b) as permitted under clause 3.

## 5 MAKING A CLAIM

You must tell DUAL Asset within 28 days of you (and if you are a company or partnership then one of your directors, officers, partners or senior managers) becoming aware of anything that may result in a Claim under this Policy, even if you are not sure you want or need to make a Claim.

To make a Claim, please contact DUAL Asset.

**In writing:**

DUAL Asset  
One Creechurch Place  
London EC3A 5AF

**By email:**

dualassetclaims@dualgroup.com

**By phone:**

+44 (0)20 3318 8391

Once we have received your Claim we will:

- (a) register your Claim;
- (b) give you a reference number to quote; and
- (c) explain the Claim process (including confirming whether you are covered and explaining the next steps).

Remember, once your Claim has been accepted by us, it is our aim to defend you, at our expense, to resolve the Claim as efficiently as possible.

## 6 DEALING WITH CLAIMS UNDER THIS POLICY

You must not negotiate, admit fault, make any payment, offer of payment or promise of any payment unless you have our written permission. Such written permission will not be unreasonably withheld or unduly delayed. We have the right to refuse to indemnify you for any payment, offer or promise of payment that does not have our permission.

You must co-operate with us at all times and we have the right to reduce your Claim to the extent that a material non-co-operation affects our ability to assist you and increases Loss or Damage.

In dealing with any Claim, we will choose whether to defend you or pay you a cash amount equal to the Loss or Damage you have suffered. At any time, we can pay you an amount equal to the Policy Amount or any lower amount for which the Claim can be settled, after deduction of any money already paid. We may then give up control of and have no further liability in connection with the Claim.

We may carry out the defence or settlement of your Claim and:

- (a) take any legal action in the name of any person covered by this Policy; and
- (b) if necessary, choose a Legal Representative, who will act for you in any legal action.

If we decide to take legal action, we will not be obliged to pay your Claim until there is a Final Judgment or Settlement. Whilst we are taking legal action on your behalf, if we believe that it is likely that we will not be successful, we have the discretion to agree a reasonable settlement with you to resolve your Claim.

Unless otherwise permitted under this Policy, we will only pay Authorised Expenses that we have first agreed to in writing, such approval not to be unreasonably withheld or delayed. Authorised Expenses will be promptly paid by us on a monthly basis, following production of the relevant invoices by you on a monthly basis.

In the following circumstances, your Claim will be referred to an arbitrator:

- (a) if we cannot agree how a Claim should be managed;
- (b) if we accept liability, but you disagree with the amount we offer to pay; and/or
- (c) if you disagree with our decision to pursue litigation to a Final Judgment.

The arbitrator will be jointly appointed. The arbitrator will be a barrister or a chartered surveyor with not less than 10 years' experience of such disputes. Should we and you be unable to jointly appoint an arbitrator within 45 days of beginning any such attempts, either party will be entitled to apply to The London Court of International Arbitration or the Royal Institution of Chartered Surveyors who shall make the appointment.

When the extent of your Claim and our liability to you under this Policy has been finally determined, we will pay you within 60 days of that determination. All payments made under this Policy will reduce the Policy Amount. The exception to this are payments of Authorised Expenses, which are paid in addition to the Policy Amount and do not reduce it.

## 7 OTHER INSURANCE

If any incident that leads to a valid Claim is covered under any other insurance policy, we will only pay our share of the Claim.

## 8 NON-VITIATION CLAUSE

Any behaviour of an Insured which invalidates or vitiates the cover provided by this Policy shall not prejudice the interest of any mortgagee, chargee, lessee, lessor or other successor in title in this Policy or invalidate a claim by it.

## 9 YOUR AGREEMENTS WITH OTHERS

You may not assign any of the rights under this Policy without our express written permission (such permission not to be unreasonably withheld, conditioned or delayed). However, this does not prevent assignment of rights as and between any of the persons or entities included within the definition of "You, your or Insured" in the Definitions.

## 10 FRAUD

If you, or anyone acting for you, makes a Claim under this Policy which is fraudulent, intentionally exaggerated and/or supported by a fraudulent statement or other device, we will not pay any part of that Claim and, if we have already paid money pursuant to that fraudulent Claim, we may recover from you any such amounts paid. We may also notify the relevant authorities, so that they may consider criminal proceedings.

In addition, we may terminate the Policy with effect from the time of the fraudulent act and retain the premium. Any such termination does not affect your and our rights and obligations regarding any event occurring before the time of the fraudulent act.

## 11 NOTICES, CHANGES TO POLICY TERMS AND GOVERNING LAW

Every notice that needs to be given under this Policy must be given in writing either by email or post and should include your Policy Number. If you give us notice, please email us at [realestate@dualgroup.com](mailto:realestate@dualgroup.com) or send it to the address that is detailed in your Certificate of Insurance. If we give you notice, we will send it to your last known address.

To be effective, any change to the terms of this Policy must be made by way of an endorsement issued by the Insurer. If you wish to request an amendment, please email your request to [realestate@dualgroup.com](mailto:realestate@dualgroup.com) or send it to the address that is detailed in your Certificate of Insurance.

English and Welsh law and the English language will apply to this Policy and, subject to clauses 6 and 14, the courts of England & Wales will deal with disputes that arise from its terms, unless agreed otherwise in writing with us.

## 12 SANCTIONS

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Japan, United Kingdom or United States of America.

## 13 SEVERAL LIABILITY NOTICE

If there are multiple parties that comprise the Insurer, each subscribing insurer's obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. Each subscribing insurer is not responsible for the subscription of any co-subscribing insurer, who for any reason does not satisfy all or part of its obligations.

## 14 WHAT TO DO IF YOU HAVE A COMPLAINT

### 14.1 Making a complaint

If there is any occasion where service does not meet your expectations, please contact your legal representative or broker in the first instance by any means convenient to you.

If you remain dissatisfied, please direct your complaint:

In writing:	By email:	By phone:
Head of Compliance DUAL Corporate Risks Limited One Creechurch Place London EC3A 5AF	complaints@dualgroup.com	+44 (0)20 7337 9888

In the first instance, DUAL Corporate Risks Limited will review your complaint and hope to resolve the matter. DUAL Corporate Risks Limited will investigate the circumstances regarding your complaint and we will endeavour to resolve your complaint at the earliest possible stage.

### 14.2 Financial Ombudsman Service

If you remain dissatisfied after DUAL Corporate Risks Limited has considered your complaint, or you have not received a final decision within eight (8) weeks, you may be able to refer your complaint to the Financial Ombudsman Service (**FOS**).

The FOS can be contacted:

In writing:	By email:	By phone:
The Financial Ombudsman Service Exchange Tower London E14 9SR	complaint.info@financial-ombudsman.org.uk	0800 023 4567 / 0300 123 9123

You can find information on the FOS at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

### 14.3 Financial Services Compensation Scheme

DUAL Asset and the Insurer are covered under the Financial Services Compensation Scheme (**FSCS**). You may be entitled to compensation from the FSCS if obligations under this contract of insurance are not met. If you are entitled to compensation under the FSCS, the level and extent of compensation

available depends on a range of factors, including the nature of this contract of insurance and the type of business operated by the Insured. Further information about the FSCS (including contact details) is available at [www.fscs.org.uk](http://www.fscs.org.uk).

## 15 PERSONAL INFORMATION

### 15.1 Personal information

This clause applies if this Policy provides cover for individuals who are either insureds or beneficiaries under the Policy (“**Individual Insureds**”).

The Insurer and other insurance market participants collect and use relevant information about Individual Insureds to provide you with your insurance cover and to meet our legal obligations.

This information includes Individual Insured's details, such as their name, address and contact details and any other information that we collect about them in connection with your insurance cover. This information may include more sensitive details such as information about their health and criminal convictions.

DUAL Asset will process Individual Insured's details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with the privacy notice available on DUAL Asset's website and applicable data protection laws.

For more information about how XL Catlin Insurance Company UK Limited processes your personal information, please see its full privacy notice at: <https://axaxl.com/privacy-and-cookies>. For more information about how Royal & Sun Alliance Insurance Plc processes your personal information, please see its full privacy notice at: <https://www.rsagroup.com/support/legal-information/privacy-policy/>.

### 15.2 Minimisation and notification

The Insurer and DUAL Asset are committed to using only the personal information needed to provide you with your insurance cover. To help achieve this, you should only provide information about Individual Insureds that is requested from time to time.

You must promptly notify DUAL Asset if an Individual Insured covered by this Policy contacts you about how their personal details are used in relation to your insurance cover, so that DUAL Asset can deal with their queries.



## ASSET PROTECTION INSURANCE COMMERCIAL REAL ESTATE - ENGLAND & WALES SPECIFIC RISK POLICY

### **Insurer's Agent**

DUAL Asset  
One Creechurch Place, London  
EC3A 5AF United Kingdom  
(Registered in England and Wales as a trading name of DUAL Corporate Risks Limited  
registered number:04160680)

**Email Address:** realestate@dualgroup.com

**Telephone Number:** +44 (0)20 7398 4888

### **Insurer**

#### **XL Catlin Insurance Company UK Limited**

XL Catlin Insurance Company UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308).

**Registered Office:** 20 Gracechurch Street, London, EC3V 0BG  
United Kingdom

#### **Royal & Sun Alliance Insurance Plc**

Royal & Sun Alliance Insurance Plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 202323).

**Registered Office:** St. Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL  
United Kingdom