

# Landmark Regulated Coal

**COMMERCIAL** 

| Under                         | ground Mining  |                | This report is issued<br>the property describ    |
|-------------------------------|--|----------------|--|
| <b>←</b>                      | Past Underground Mining For further detail see Informative under Section 1 of the report                     | IDENTIFIED     | Sample Report, Co<br>Property                    |
|                               | Current Underground Mining   | NOT IDENTIFIED | The Town   |
| $\stackrel{ ightarrow}{\Box}$ | Future Underground Mining  | NOT IDENTIFIED |  |
| Opend                         | ast Mining   |                | Report Reference: PP00780064                     |
| <i>√</i>                      | Past Opencast Mining   | NOT IDENTIFIED | National Grid Refere                             |
| <b>↓</b>                      | Current Opencast Mining  | NOT IDENTIFIED | XXXXXX.XX YYY\                                   |
| →                             | Future Opencast Mining   | NOT IDENTIFIED | Customer Reference Sample Commercia              |
| Minin                         | g (Other)  |                | England  |
| <b>↓</b>                      | Mine Entries   | NOT IDENTIFIED | Report Date:                                     |
| <i>//</i> ^\                  | Mining Geology   | NOT IDENTIFIED | 06/09/2022                                       |
| °°°                           | Mine gas   | NOT IDENTIFIED | CONTACT DETAILS                                  |
| Other                         | Considerations   |                | If you require any assis<br>contact our customer |
| o                             | Subsidence claims For further detail see Informative under Section 5 of the report                           | IDENTIFIED     | 0844 844   |
|                               | Surface hazard   | NOT IDENTIFIED | or by email at:                                  |
| 4                             | Withdrawal of support For further detail see Informative under Section 8 of the report                       | IDENTIFIED     | helpdesk@land                                    |
| М                             | Working facilities For further detail see Informative under Section 9 of the report                          | IDENTIFIED     | POWERED  |
| £                             | Payments to Owners of Former Copyhold Land For further detail see Informative under Section 10 of the report | IDENTIFIED     | PINPOIN  |

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NTCOAL

This Report identifies potential risks listed in brief above. A more detailed explanation of risks and suggested further steps can be found in the relevant section of the report. Please Note: The risk assessments are based on licensed Coal Authority and PinPoint data as interpreted by PinPoint Coal Ltd















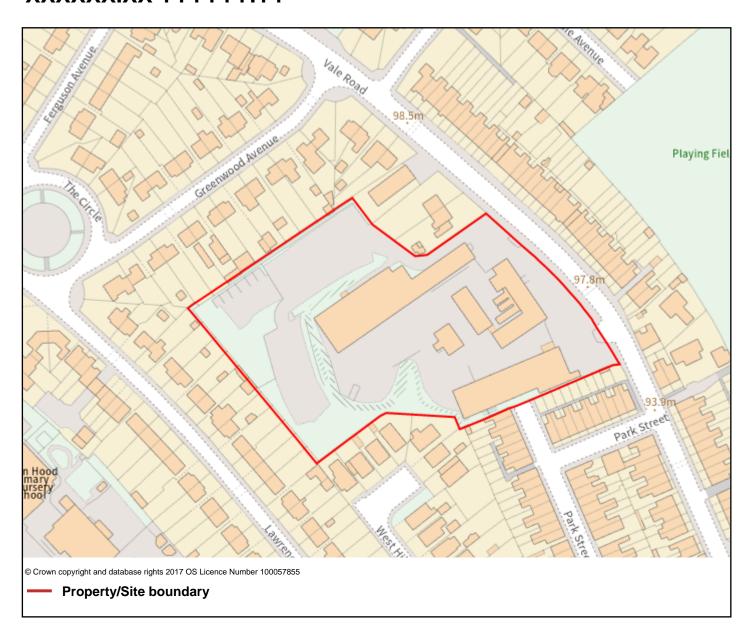
| Search Addres | s: |      |
|---------------|----|------|
|               |    | <br> |

# Sample Report, Commercial Property The Town

National Grid centroid of property:

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# XXXXXX.XX YYYYYY.YY







## Section 1:

# **Underground coal mining**



#### 1.1. Past underground coal mining

The property is within an area where Coal has been mined below or within a zone of influence that includes the property. In total 8 seams have been worked, of these 0.00 percent are at shallow depths. 34.78 percent are at moderate depths and 65.22 percent are at considerable depths. This mining was last active in 1991.

Any ground movement from these coal workings should have stopped by now.

#### Informative

Underground mining creates spaces (or voids). The intense pressures set up by deep mining make these voids compress resulting in subsidence at the surface.

#### **Professional Opinion and Recommendations**

Although there is little risk of any current coal mining subsidence affecting this property there may have been damage caused by past settlement.

If you are concerned about this possibility you should consult with a suitably qualified surveyor who would be able to provide a report to identify any defects in the property enabling a benchmark to be established.

#### **PinPoint Coal Zone of Influence**

Landmark Coal Reports use a bespoke methodology to determine the zone of influence that is unique to them and highly accurate. The average depths of underground workings within the Zone Of Influence are reported by indicating the percentage depths for shallow workings (those less than 30M or 50M where the seam is unusually thick), moderate (depth ranges from 30M to 500M) and considerable (workings deeper than 500M). A count of the number of seams worked and the last date of mining from these is also reported.



#### 1.2. Present underground coal mining

The property is not in the likely zone of influence of any present underground coal workings.



#### 1.3. Future underground coal mining

The Coal Authority has not granted a licence to extract coal using underground methods in the area of this property.

The property is not in an area that is likely to be affected at the surface from any planned future workings.

Coal Mining activity is regulated and licensed by the Coal Authority. This property is located within a known coalfield area and as such the possibility of future activity from either opencast or underground extraction exists. This report gives information on the current known position and any actual workings or proposed are disclosed within it, along with any know licence applications.



# Section 2:

# **Mine Entries**



#### 2.1. Mine Entries

Coal Authority records indicate that there are no known or recorded mine entries present within the boundary of the property, or within 20M surrounding it.





# **Section 3:**

# **Mining Geology**



#### 3.1. Mining Geology

No geological fissures, breaklines and/or other lines of weakness are present in the area that may have been affected or created by coal mining.



# Section 4:

# **Opencast Mining**



#### 4.1. Past Opencast Mining

The property is not inside the boundary of an opencast site from which coal has been removed by opencast methods.



#### 4.2. Present Opencast Mining

The property is not within 200 metres of an opencast site from which coal is being removed by opencast methods.



#### 4.3. Future Opencast Mining

The property does not fall within 800 metres of an opencast site for which the Coal Authority is determining whether to grant a licence to remove coal by opencast methods.

The property does not fall within 800 metres of an opencast site for which a licence to remove coal by opencast methods has been granted.





## Section 5:

# **Coal Mining Subsidence**



#### 5.1. Claims

A damage notice or claim for alleged subsidence damage was given, made or pursued in 22/01/1998. The outcome of this was that the claim was rejected.

A damage notice or claim for alleged subsidence damage was given, made or pursued in 25/06/1997. The outcome of this was that the claim was rejected.

A damage notice or claim for alleged subsidence damage was given, made or pursued in 05/08/1998. The outcome of this was that the claim was withdrawn.

A damage notice or claim for alleged subsidence damage was given, made or pursued in 03/07/1997. The outcome of this was that claim was discharged by payment of compensation.

A damage notice or claim for alleged subsidence damage was given, made or pursued in 25/06/1997. The outcome of this was that claim was discharged by payment of compensation.

The attached plan shows subsidence claims within, or intersecting the property boundary and in the general area where the property is situated.

The start of remedial works or repairs to the property has not been delayed owing to an extant Stop Notice

The Coal Authority records do not reveal any request having been made under S33 (Preventative Works) of the Coal Mining Subsidence Act 1991

#### Informative

The term 'subsidence' is used to describe the lowering of ground level caused by underground mining. In the vast majority of cases subsidence damage is limited to minor issues such as cracked plaster.

Where damage has been caused and it is due to coal mining it becomes the responsibility of either the Coal Authority, or if within a licensed area, the Licensee, to handle claims for damage arising from the subsidence.

Very occasionally, the Authority might issue a Stop Notice delaying any remedial action if it appears that intended/current works might continue for a short period

#### **Professional Opinion and Recommendations**

Where a claim has been made the damage will normally have been repaired. Where compensation has been paid this may not necessarily be the case.

Like the Coal Authority, PinPoint recommends that a follow-up report disclosing detail of any claims up to 50m beyond the boundaries of the property is ordered. This can be ordered from our Website www.PinPointinformation.co.uk If you are not a PinPoint client, please contact your Search provider for more information and order in the usual manner.

The report will disclose more information on how the claim was discharged and further opinion

In either event you may wish to consider having a survey undertaken to identify any defects in the property. This report would also be able to tell you whether any repairs carried out in the past have been carried out to an adequate standard





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| _ | Enquiry boundary |  | Claim boundar |
|---|------------------|--|---------------|
|---|------------------|--|---------------|

# ooo Section 6:

## °° Mine Gas



#### 6.1. Mine gas

There is no record of any action being required by the Coal Authority as a result of a mine gas emission within the boundary of the property.



# Section 7:

# **Surface Hazards**



#### 7.1. Surface Hazards

There is no record of any action being required by the Coal Authority as a result of a surface hazard within the boundary of the property.



# Section 8:

# Withdrawal of support



## 8. Withdrawal of support

The property is in an area for which a notice of entitlement to withdraw support was published in 01/01/1976.

The property is not in an area for which a notice has been given under section 41 of the Coal Industry Act 1994, revoking the entitlement to withdraw support.





# Section 9:

# **Working Facilities**



#### 9. Working Facilities

The property is in an area for which the Shirebrook Colliery Order dated 01/01/1933 has been made under the provisions of the Mines (Working Facilities and Support) Acts 1923 and 1966 or any statutory modification.

The property is in an area for which the Mansfield Area Order dated 01/01/1957 has been made under the provisions of the Mines (Working Facilities and Support) Acts 1923 and 1966 or any statutory modification.



## Section 10:

# Payments to owners of former copyhold land



#### 10. Payments to owners of former copyhold land

The property is not in an area for which a relevant notice has been published under the Coal Industry Act 1975/Coal Industry Act 1994.

The property is in an area where a notice (or notices) dated 1986 has been published or deemed to have been published under section 50 of the Coal Industry Act 1994. No notice of a retained interest has been given.

The property is in an area where a notice (or notices) dated 1976 has been published or deemed to have been published under section 50 of the Coal Industry Act 1994. No notice of a retained interest has been given.



#### **Statutory Support**

Under the Coal Mining Subsidence Act 1991, property owners have statutory protection. This provides that (save for coal worked through the Grant of Gale in the Forest of Dean, or any part of the Hundreds of St Briavels) damage caused by lawful disused coal mine workings or coal mine entries, shall be made good by the Coal Authority/Licensee to the reasonable satisfaction of the property owner. These sort of claims, need not usually involve either the home insurance company or mortgage lender. Further information can be obtained at

www.gov.uk/government/publications/coal-mining-subsidence-damage-notice-form

The Coal Authority provides an emergency call out facility in coalfield areas to assess the public safety implications of mining feature. These include disused coal mine entries, shafts and coal related surface hazards. More information can be found at <a href="https://www.groundstability.com">www.groundstability.com</a> The Public Safety and Subsidence Department can be contacted through the Coal Authority's emergency telephone number is 01623 646333.

#### **Report Limitations**

This Landmark Mining report has been carried out via the GIS of PinPoint Information Ltd, using a combination of TCA licensed data, British Geological Survey licensed data © NERC (2016), and PinPoint Information Ltd's digital collection of abandoned mine plans, maps, records and archives. Only in the case of a PinPoint Ground Stability report/module, does the report consider natural ground stability hazards, such as subsidence, landslip or coastal erosion. Only in the case of a PinPoint Minerals report/module and the combined coal and minerals report/module is ground stability through the extraction of minerals fully considered.

Some of the responses contained in this report are based on data and information provided by the United Kingdom Research and Innovation (UKRI) or its component body the British Geological Survey (BGS). Your use of any information contained in this report which is derived from or based upon such data and information is at your own risk. Neither UKRI nor BGS gives any warranty, condition or representation as to the quality, accuracy or completeness of such information and all liability (including liability for negligence) arising from its use is excluded to the fullest extent permitted by law.

Whilst Landmark has endeavoured to provide as accurate a report as possible, it should be realised that unrecorded or suspected workings can be discovered between known workings and therefore neither Landmark Information Group nor PinPoint Coal Ltd can be held responsible for any settlement or subsidence problems as a result of a Site being affected by unrecorded feature relating to mining or natural underground cavities.

The Report is created by a remote investigation and reviews only information provided by the client (address/site location boundaries) and from the databases of publicly available and/or licensable information that enable a desk-based assessment of the Site. The Report does not include a Site Investigation, nor does PinPoint Coal Ltd make additional specific information requests of the regulatory authorities for any relevant information they may hold.

This report is concerned solely with the Site searched and should not be used in connection with nearby properties, as only known features that could potentially have a direct influence upon the Site searched are considered relevant, with other (non-relevant) features present in the general area being omitted for ease of reference.

Landmark reports assess the risk posed in relation only to objectively identifiable criteria. For example, in the case of a Landmark Regulated Report, the assessment relates only to the type of hazards typically outlined in a Coal mining report answering Con29M questions as agreed from time to time by the Coal Authority and the Law Society of England & Wales. In this regard, from June of 2018, content relating to the activities of the Cheshire Brine Compensation Board ceased to be a requirement of a Con29M. As such, it is beyond the scope of this report to provide any information relating to the activities of the Cheshire brine Compensation Board. Landmark recommends that should a location be identified as being within the Cheshire Brine



Compensation Area a Cheshire Salt report should be secured from your search provider

It is beyond the scope of this Report to assess the potential loss amenity or aesthetic impact of certain hazards. For example, current or proposed open cast workings, despite their existence possibly affecting the Site's resale value.

This report is confidential to the client, the client's legal advisor and the client's Mortgage lender, as defined in the Landmark terms & conditions, and as such may be used by them for conveyancing or related purposes.

If you wish to discuss the relevance of any of the coal risk information contained in this report you should seek the advice of a qualified mining engineer or surveyor. If you or your adviser wish to examine the source plans from which the information has been taken these are normally available at the Coal Authority's offices: 200 Lichfield Lane, Berry Hill, Mansfield, Nottinghamshire NG1 4RG. They are viewable, by prior appointment, telephone 01623 637235 or in the case of minerals via the on-line facility afforded by British Geological Survey

Should you or your adviser wish to carry out any physical investigations that may enter, disturb or interfere with any disused mine entry or shallow workings, the prior permission of the owner must be sought. For coal mine entries and workings the owner will normally be the Coal Authority. With other Minerals, do not assume that the owner is the surface land owner, as ownership might previoulsy have been severed.

## **Report Terms and Conditions**

This report has been published by Landmark Information Group Limited ("Landmark") and is supplied subject to our Terms and Conditions of Business, which can be found at https://lmkcorp1.s3.amazonaws.com/s3fs-public/landmark terms and conditions 299431 8.0 content.pdf

The accuracy of the data in the reports is supported by a £100,000 per claim indemnity provided by Aviva The reports are also supported by £10 million Professional Indemnity Insurance; details available on request.

#### **Important Consumer Protection Information**

This search has been produced by Landmark Information Group Ltd, Imperium, Imperial Way, Reading, Berkshire, RG2 0TD

Tel: 0844 844 9966

Fax: 0844 844 9980

Email: helpdesk@landmark.co.uk

Landmark adheres to the Conveyancing Information Executive (CIE) standards.

#### The Standards

- Conveyancing Information Executive Members shall act in a professional and honest manner at all times in line with the Conveyancing Information Executive Standards and carry out the delivery of the Search with integrity and due care and skill.
- Compliance with the Conveyancing Information Executive Standards will be a condition within the Conveyancing Information Executive Member's Terms and Conditions.
- Conveyancing Information Executive Members will promote the benefits of and deliver the Search to the agreed standards and in the best interests of the customer and associated parties.
- The standards can be seen here: <a href="http://www.conveyinfoexec.com">http://www.conveyinfoexec.com</a>



#### **Complaints**

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

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

TPOs Contact Details:
The Property Ombudsman scheme
Milford House
43-55 Milford Street
Salisbury
Wiltshire SP1 2BP

Tel: 01722 333306 Fax: 01722 332296 Web site: <a href="www.tpos.co.uk">www.tpos.co.uk</a> Email: <a href="mailto:admin@tpos.co.uk">admin@tpos.co.uk</a>

#### **Landmark Complaints Procedure**

If you want to make a complaint to Landmark, we will:

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

Complaints should be sent to: Customer Relationships Manager Landmark Information Imperium Imperial Way Reading RG2 0TD

Tel: 0844 844 9966

Email: helpdesk@landmark.co.uk

Fax: 0844 844 9980

If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to

The Property Ombudsman scheme (TPOs):

Tel: 01722 333306 Email: admin@tpos.co.uk

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

**End of Report** 



# Your Aviva Legal Indemnity Policy PinPoint Mining Report Indemnity Policy Number 123456

This policy provides evidence of your insurance and may be required in the event of a claim.

**Important.** If the information in your policy is incorrect or incomplete, or if the insurance does not meet your requirements, please tell us as soon as possible.

#### You are

The person insured by this Policy. You may be:

- the person who asked for the PinPoint Mining Report in connection with your purchase of the Property (and your mortgage-lender);
- the person who purchased the Property (and your mortgage-lender) if the person selling the Property has asked for a PinPoint Mining Report for the benefit of the purchaser or if the Property has been purchased at auction:
- the owner of the Property (and your mortgage-lender) if you are re-mortgaging the Property.

#### We are

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

Your Premium £1.50

#### **Total premium**

The premium includes Insurance Premium Tax (IPT) at the appropriate rate (where applicable).

This premium is payable once only for the duration of your policy (see Your Period of Cover).

#### **Your Property**

The Property in respect of which PinPoint has provided the attached Pinpoint Mining Report

#### **Your Insured Use**

Your continued use of the Property as a single private dwelling or single commercial premises.

# **PinPoint Mining Report Indemnity**

#### Your Cover Limit

You are covered for any claim made against you under this policy for Insured Losses which you incur up to a total value of £100,000.00.

Your Cover Limit will increase by 10% every year for 10 years on each anniversary of the Effective Date.

#### Your Period of Cover

The period from the Effective Date until

- i. you sell the Property or
- ii. if you are a mortgage-lender, the debt secured by your mortgage is repaid.

Effective Date means the date of the PinPoint Mining Report undertaken by PinPoint and attached to this Policy.

#### Your Covered Risk

The Property is or may be subject to matters contained on the Effective Date in records kept by the Coal Authority and/or British Geological Survey © NERC (2016).

### **Operation of Cover**

Subject to the Terms and Conditions of this policy and provided that PinPoint has collected the Premium, we will provide the Cover to you up to your Cover Limit for all claims made during your Cover Period.

#### **Your Cover**

In the event that any information contained in a Coal Mining & Brine Subsidence Search on form CON29M (or any other official form replacing this) and/or records kept by British Geological Survey © NERC (2016) on the Effective Date differs from the information contained in the PinPoint Mining Report attached to this Policy and prevents or restricts your use of the Property or reduces its value when used in accordance with your Insured Use, we will, subject to the Terms and Conditions of this policy, indemnify you for your Insured Losses.

#### **Your Insured Losses**

The losses for which you are insured under this policy are:

- any reduction in the open market value of the Property where 'open market value' means the average of the estimates given by two independent valuers (one to be appointed and paid for by us, the other to be appointed and paid for by you) of the values of the Property on the open market assuming first that the Property is affected by changes in the information contained in a search on form Con29M (or any other official form replacing this) and/or records kept by British Geological Survey © NERC (2016) which were not contained in the PinPoint Mining Report attached to this Policy and second that the Property is not affected by such changes, and
- any other costs incurred by you, with our prior written agreement

These losses are payable by us notwithstanding a breach of the Terms or Conditions of this policy by someone other than you, provided that you did not agree with, and were not aware of, the breach.

#### Your Uninsured Losses

The losses for which you are not insured under this policy are any costs or expenses which result from:

- any information revealed by a subsequent search on form Con29M (or any other official form replacing this) and/or the records kept by British Geological Survey © NERC (2016) after the Effective Date if this information is also revealed in the attached PinPoint Mining Report
- any structural or other physical damage caused to the Property by subsidence, flooding or otherwise
- any loss for which the Coal Authority or the Cheshire Brine Subsidence Compensation Board may be required to pay by law
- the loss of a transaction for the sale or for the purchase of the Property
- your use of the Property for any purpose other than your Insured Use.

# Your Aviva Legal Indemnity Draft Policy Terms and Conditions

The following terms and conditions apply to all sections of your policy. If you do not keep to these terms and conditions

- · we may cancel your policy and refuse to pay any claim, or
- · we may not pay any claim in full, or
- · we may revise the premium and/or change any excess, or
- the extent of the cover may be affected.

#### General

Without first obtaining our written consent (which we need not give), you and anyone who acts on your behalf must not

- disclose the existence of this policy to anyone other than the legal advisers of prospective buyers of your Property and/or their mortgage-lenders;
- discuss or enter negotiations with anyone who may have an interest in or rights to enforce your Covered Risks;
- use the Property otherwise than in accordance with your Insured Use.

#### **Claims**

#### You must

- without unnecessary delay give written notice to us of any potential or actual claim or any circumstances likely
  to result in a claim;
- pass immediately to us all court documents and/or other communications received by you, and provide all information and assistance which we reasonably require;
- not deal with or attempt to settle a claim without our prior written agreement;
- do and allow to be done by us at our expense, all things reasonably necessary to minimise any losses, damages, costs and expenses payable under this policy.

#### We can

- have full discretion to conduct in your name the defence and settlement of any claim or the prosecution of any claim for indemnity, damages or otherwise;
- pay to you at any time the amount of the Cover Limit or any lesser amount for which claims can be settled, and then give up control of the claims and have no further involvement with them;
- if we have accepted a claim, refer any disagreement between you and us over the amount to be paid to an agreed arbitrator (or, in the absence of agreement, an arbitrator appointed by the President of the Chartered Institute of Arbitrators) in accordance with the law at the time. Legal action can be taken by you only after the arbitrator has made an award.

If you have other insurance covering the same loss as is covered under this policy, we will pay no more than our rateable proportion of the loss.

Our liability to you in respect of all and any claims under this policy will not exceed in total the amount of the Cover Limit.

#### Choice of Law

The law of England and Wales will apply to this policy unless

- you and we agree otherwise; or
- at the Start Date of the contract you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

#### Use of language

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

## Your cancellation rights

If you have taken out this policy acting other than in the course of your trade, business or profession ('a consumer'), you have the right to cancel your policy within 14 days from either the date of purchase of the policy or the day on which you receive your policy documentation, whichever is the later. If you wish to cancel and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid. To cancel please call Aviva on 0800 158 2236.

Please be aware that cancellation of this policy may put you in breach of your mortgage terms and/or the terms of a sale or lease agreement.

If you are not a consumer you do not have a statutory right of cancellation under this policy.

#### How to claim

If you need to make a claim, please contact the legal adviser who arranged the policy for you; or you can write to Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS, quoting your policy number or telephone 0800 158 2236.

Please be aware of the General and Claims Terms and Conditions of this policy.

## **Financial Services Compensation Scheme**

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

Further information about the scheme is available from the FSCS website <u>www.fscs.org.uk</u> or you can write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 Botolph Street, London, EC3A 7QU.

## **Complaints**

#### **Our Promise of Service**

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect from us, we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

#### What will happen if you complain

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

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

#### What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting The Manager, Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS or telephone us on 0800 158 2236.

If you are unhappy with the outcome of your complaint, you may refer the matter to the Financial Ombudsman Service if you are eligible to do so (see <a href="https://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a> for further details)

The Financial Ombudsman Service Exchange Tower London E14 9SR

Telephone: 0800 023 4567 or 0300 123 9123

Or simply log on to their website at www.financial-ombudsman.org.uk.

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

If you have taken a product out with us online or by telephone, you can also use the European Commission's Online Dispute Resolution (<a href="http://ec.europa.eu/odr">http://ec.europa.eu/odr</a>) service to make a complaint. The purpose of this platform is to identify a suitable Alternative Dispute Resolution (ADR) provider and we expect that this will be the Financial Ombudsman Service. Please be aware that the Financial Ombudsman Service will only be able to consider your complaint after we have had the opportunity to consider and resolve it.

#### IMPORTANT INFORMATION

#### Important notice - information we need to know about

You must take reasonable care to provide complete and accurate answers to the insurer's questions when you take out or make changes to your policy.

Please tell Aviva Legal Indemnities immediately if there are any changes to the information set out in "The Statement of Fact" document or on your policy.

If you are in any doubt, please contact Aviva Legal Indemnities.

When you inform us of a change, we will tell you if this affects your policy, for example whether we are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to your policy.

If the information provided by you is not complete and accurate:

- we may cancel your policy and refuse to pay any claim;
- we may not pay any claim in full;
- we may revise the premium and/or change any excess;
- the extent of the cover may be affected.

We recommend you keep a record (including copies of letters) of all information supplied to the insurer for future reference.

### **Data Protection - Privacy Notice**

#### **Personal Information**

We collect and use personal information about you so that we can provide you with a policy that suits your insurance needs. This notice explains the most important aspects of how we use your information but you can get more information about the terms we use and view our full privacy policy at www.aviva.co.uk/privacypolicy or request a copy by writing to us at Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester LE7 1PD.

The data controller responsible for this personal information is Aviva Insurance Limited as the insurer of the product.

#### Personal information we collect and how we use it

We will use your personal information:

- to provide you with insurance: we need this to decide if we can offer insurance to you and if so on what terms and also to administer your policy and handle any claims.
- to support legitimate interests that we have as a business: we need this to manage arrangements we have with reinsurers, for the detection and prevention of fraud and to help us better understand our customers and improve our customer engagement,
- to meet any applicable legal or regulatory obligations: we need this to meet compliance requirements with our regulators (e.g. Financial Conduct Authority), to comply with law enforcement and to manage legal claims, and
- to carry out other activities that are in the public interest: for example we may need to use personal information to carry out anti-money laundering checks.

As well as collecting personal information about you, we may also use personal information about other people, for example, contained in financial accounts or relating to beneficiaries of a deceased's estate. If you are providing information about another person we expect you to ensure that they know you are doing so and are content with their information being provided to us. You might find it helpful to show them this privacy notice and if they have any concerns please contact us in one of the ways described below.

The personal information we collect and use will include name, address, date of birth and financial information. If a claim is made we may also collect personal information about the claim from you and any relevant third parties.

If we need your consent to use personal information, we will make this clear to you when your application or any claim is submitted. If you give us consent to using personal information, you are free to withdraw this at any time by contacting us - refer to the "Contacting us" details below. Please note that if consent to use information is withdrawn we may not be able to continue to provide the policy or process claims and we may need to cancel the policy.

Of course, you don't have to provide us with any personal information, but if you don't provide the information we need we may not be able to proceed with your application or any claim you make.

Some of the information we collect as part of this application may be provided to us by a third party. This may include information already held about you within the Aviva group, including details from previous quotes and claims, information we obtain from publicly available records, our trusted third parties and from industry databases, including fraud prevention agencies and databases.

#### Automated decision making

We may carry out automated decision making to decide whether we can provide insurance to you and on what terms, deal with claims or carry out fraud checks. In particular we may use an automated underwriting engine to provide a quote for this product, using the information we have collected.

#### On-line information

When you visit one of our websites, we may record information about your computer or mobile device, including hardware and software used, general location, when and how you interact with our websites. This information is used to note your interest in our websites, improve customer journeys, determine pricing and/or offer you available discounts.

#### How we share your personal information with others

We may share your personal information:

- with the Aviva group, our agents and third parties who provide services to us, and other insurers (either
  directly or via those acting for the insurer such as loss adjusters or investigators) to help us administer our
  products and services,
- with regulatory bodies and law enforcement bodies, including the police, e.g. if we are required to do so to comply with a relevant legal or regulatory obligation,
- with other organisations including insurers, public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes,
- with reinsurers who provide reinsurance services to Aviva and for each other. Reinsurers will use your data
  to decide whether to provide reinsurance cover, assess and deal with reinsurance claims and to meet legal
  obligations. They will keep your data for the period necessary for these purposes and may need to disclose
  it to other companies within their group, their agents and third party service providers, law enforcement and
  regulatory bodies.

Some of the organisations we share information with may be located outside of the European Economic Area ("EEA"). We'll always take steps to ensure that any transfer of information outside of Europe is carefully managed to protect your privacy rights. For more information on this please see our Privacy Policy or contact us.

#### How long we keep your personal information for

We maintain a retention policy to ensure we only keep personal information for as long as we reasonably need it for the purposes explained in this notice. We need to keep information for the period necessary to administer your insurance and deal with claims and queries on your policy. We may also need to keep information after our relationship with you has ended, for example to ensure we have an accurate record in the event of any complaints or challenges, carry out relevant fraud checks, or where we are required to do so for legal, regulatory or tax purposes.

#### Your rights

You have various rights in relation to your personal information, including the right to request access to your personal information, correct any mistakes on our records, erase or restrict records where they are no longer required, object to use of personal information based on legitimate business interests, ask not to be subject to automated decision making if the decision produces legal or other significant effects on you, and data portability. For more details in relation to your rights, including how to exercise them, please see our full privacy policy or contact us - refer to the "Contacting us" details below.

#### Contacting us

If you have any questions about how we use personal information, or if you want to exercise your rights stated above, please contact our Data Protection team by either emailing them at dataprt@aviva.com or writing to the Data Protection Officer, Level 4, Pitheavlis, Perth PH2 0NH.

If you have a complaint or concern about how we use your personal information, please contact us in the first instance and we will attempt to resolve the issue as soon as possible. You also have the right to lodge a complaint with the Information Commissioners Office at any time.

### **Our Regulatory Status**

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We are registered as Aviva Insurance Limited. (Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH) and our firm's reference number is 202153. You may check this information and obtain further information about how the Financial Conduct Authority protects you by visiting their website <a href="https://www.fca.org.uk">www.fca.org.uk</a> or by contacting them on 0800 111 6768.

#### **Customers with Disabilities**

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

## Telephone call charges and recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

## Statement of Fact for Your Aviva Legal Indemnity Policy



# This is an important document and you must read it in full

## **Policy Details**

**Policy number** 

17/61722101ALI

**Effective Date** means the date of the PinPoint Mining Report undertaken by PinPoint and attached to this Policy.

The following information has been provided to us by or on behalf of the owner/occupier of the Property or some other person with recent, first-hand knowledge of the Property, immediately before the Effective Date of the policy.

We have relied on this information in deciding whether, and on what terms, to offer cover, and it forms part of your policy. Please read any assumptions carefully.

If you are aware of any error or inaccuracy in this information you should tell us immediately. If you do not tell us about any relevant facts:

- · we may cancel your policy and refuse to pay any claim, or
- we may not pay any claim in full, or
- · we may revise the premium and/or change any excess, or
- the extent of the cover may be affected.

## **PinPoint Mining Report Indemnity**

• The Property is a single private dwelling or single commercial premises and will continue to be used as such.