OneSearch Express

NORTHCOTTBEATON INSURANCE BROKERS

PROTECTING YOU for 25 YEARS

OneSearch Express (New Build Plot)

Sample Solicitors Ltd
123 Sample Street
Anytown
AB12 3CD
Sampleshire

Covered Propertyy Address:	Policy Holder's Address 456 Sample Lane Sampletown AB12 3CD

Your Ref:	25/09/2019
Report No:	D01234567
Client Ref:	--
-	-

Insured Persons	Mr A Sample
Lender	Sample Lenders Ltd

Your policy has now been instructed.

Please find enclosed your data report and policy document, which you should read to ensure that you fully understand the terms and conditions within.

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.

OneSearch Express

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Data Report

Important Note

This report provides supplementary data to complement your policy, and contains real-time Local Enquiries information captured by our in-house data team.

About This Report

Purpose
Express Data Report

Property:
456 Sample Lane
Sampletown
Peterborough
AB12 3CD

Peterborough City Council
Local Authority Code: 0540

Policy Number
00/00000000XXX

Your Reference:
X000/001

Prepared by:
ASearcher

Invoice Number:
X12345678

Date:
25/09/2019

Planning Designations and Proposals	Identified
Planning Permissions	No
Nearby Road Schemes	No
Nearby Railway Schemes	Identified
Traffic Schemes	No

If you require any further information, or if you would like to order any additional recommended searches or insurances, please do not hesitate to contact our Customer Service Team on:

0800 052 0117 cs@onesearchdirect.co.uk

OneSearch

2nd Floor, Skypark 1, 8 Elliot Place, Glasgow, G3 8EP

@OneSearchDirect OneSearch Direct Ltd www.onesearch.direct

Registered in Scotland under No. SC230285.

Onesearch Direct Limited are an appointed representative of Northcott Beaton Ltd, which is authorised and regulated by the Financial Conduct Authority.

Planning Designations and Proposals

What designations of land use for the property or the area, and what specific proposals for the property, are contained in any existing or proposed development plan?		See details below
Peterborough City Council Local Development Framework		
Village Envelope	Adopted	05/12/2012
Site Allocated Primarily for Residential Development	Adopted	05/12/2012
Peterborough Local Plan Adopted	Adopted	20/07/2005
Local Plan Policy	Borough Boundary	

Informative
This reply reflects the Policies or Proposals in any existing adopted Development Plan and in any formally proposed Alteration or Replacement Plan, but does not include Policies contained in Planning Guidance Notes or Supplementary Planning documents. Further enquiries should be made to the Local Authority (refer to Service Contact Details Sheet).

Planning 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) Planning Permissions			**No**
	Date	**Application Type**	
		Planning	
(b) Listed Building Consents			**None**
(c) Conservation Area Consents			**None**
(d) Certificate of Lawfulness of Existing Use or Development			**None**
(e) Certificate of Lawfulness of Proposed Use or Development			**None**
(f) A Certificate of Lawfulness of Proposed Works for Listed Buildings			**None**
(g) A Heritage Partnership Agreement			**None**
(h) A Listed Building Consent Order			**None**
(i) a local listed building consent order			**None**

Informative
The Local Authority's computerised records of planning documents do not extend back before 01/01/1999 and replies will only cover the period since that date. If earlier history is required, please contact the Planning Department (refer to Service Contact Details Sheet).

Land Required for Public Purposes

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

Land to be Acquired for Road Works

Is the property included in land to be acquired for road works?	**No**

Nearby Road Schemes

Is the property (or will it be) within 200 metres of any of the following?	**No**

(a) The centre line of a new trunk road or special road specified in any order, draft order or scheme;
(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;
(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;
(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
(e) The centre line of the proposed route of a new road under proposals published for public consultation; or
(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
A mini roundabout is a roundabout having a one way circulatory carriageway around a flush or slightly raised circular marking less than 4 metres in diameter and with or without flared approaches.

Nearby Railway Schemes

Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?	No

Informative
Please refer to Service Contact Details Sheet for contact details relating to relevant rail schemes.

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

Scheme Type	Proposal
Land Safeguarded for Rail Link	Land Safeguarded for Rail Link
Land Safeguarded For Rail Link - Between Nene Valley Railway and Peterborough Station	Land Safeguarded For Rail Link - Between Nene Valley Railway and Peterborough Station

Informative
Please refer to Service Contact Details Sheet for contact details relating to relevant rail schemes.

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:	No

(a) Permanent stopping up or diversion;
(b) Waiting or loading restrictions
(c) One way driving
(d) Prohibition of driving
(e) Pedestrianisation
(f) Vehicle width or weight restrictions
(g) Traffic calming works including road humps
(h) Residents parking controls
(i) Minor road widening or improvement
(j) Pedestrian crossings
(k) Cycle tracks; or
(l) Bridge building?

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
This enquiry is designed to reveal matters that are yet to be implemented and could not therefore be ascertained by a visual inspection. Schemes that have been, or are currently being implemented will not be referred to in answer to this enquiry.

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 schedule:-	No
(a) Building Works; (b) Environment; (c) Health and Safety; (d) Housing; (e) Highways; or (f) Public health? (g) Flood and coastal erosion risk management	

Contravention of Building Regulations

Has a local authority authorised in relation to the property any proceedings for the contravention of any provisions contained in building regulations	No

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) Enforcement Notice	**No**
(b) Stop Notice	**No**
(c) Listed Building Enforcement Notice	**No**
(d) Breach of Condition Notice	**No**
(e) Planning Contravention Notice	**No**
(f) Other Notice Relating to Breach of Planning Control	**No**
(g) Listed Buildings Repair 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 Permission	**No**
(l) An Order Requiring Discontinuance of Use or Alteration or Removal of Buildings or Works	**No**
(m) Tree Preservation Order	**No**
(n) Proceedings to Enforce a Planning Agreement or Planning Contribution	**No**

Community Infrastructure Levy (CIL)

Is there a CIL charging schedule?	Yes

Conservation Areas

Do the following apply in relation to the property:-	No
(a) The making of the area a Conservation Area before 31st August 1974; or (b) An unimplemented resolution to designate the area a Conservation Area?	

Compulsory Purchase

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

Radon Gas

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

Yes. If you have obtained an environmental report we would refer you to the relevant section which will provide you with the percentage of homes in your immediate area which are above the action level. If you have not obtained an environmental report please contact us and we will provide you with a radon risk report.

Informative

"Radon Affected Area" means a part of the country with a 1% probability or more of present or future homes being above the Action Level. Such areas are designated by the Health Protection Agency which also advises Government on the numerical value of the "Radon Action Level" (the recommended maximum radon concentration for present homes expressed as an annual average concentration in the home. Radon concentrations above the Action Level should be reduced below it and become as low as reasonably practicable).

The areas are identified from radiological evidence and are periodically reviewed by the Health Protection Agency or its predecessor the National Radiation Protection Board. Existing homes in Affected Areas should have radon measurements. The present owner should say whether the radon concentration has been measured in the property; whether the result was at or above the Action Level and if so whether remedial measures were installed and whether the radon concentration was re-tested to assess the effectiveness of the remedy.

Radon preventative measures are required for new buildings in higher risk areas. For new properties the builder and/or the owners of properties built after 1988 should say whether protective measures were incorporated in the construction of the property.

Further information on radon, including an indicative version of the Radon Affected Areas map, the associated health risks and common questions and answers is available on the Health Protection Agency (HPA) web site (<http://www.hpa.org.uk/radiation/radon/index.htm>). Alternatively information can be requested from HPA by telephone (0800 614529 [24hr] or 01235 822622 [D/T]) or by writing to Radon Studies, Health Protection Agency, Radiation Protection Division, Chilton, Didcot, Oxon, OX11 0RQ.

Assets of Community Value

Has the property been nominated as an asset of community value? If so:-	**No**
(i) Is it listed as an asset of community value?	**No**
(ii) Was it excluded and placed on the "nominated but not listed" list?	**No**
(iii) Has the listing expired?	**No**
(iv) Is the Local Authority reviewing or proposing to renew the listing?	**No**
(v) Are there any subsisting appeals against the listing?	**No**
(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?**	**No**
(ii) Has the Local Authority received a notice of disposal?	**No**
(iii) Has any community interest group requested to be treated as a bidder?	**No**

Service Contact Details

Peterborough City Council

Town Hall
Bridge Street
Peterborough
PE1 1PJ

01733 747474

Public Health England

17 Castris
30-40 Warwick Road
Kenilworth
CV8 1HE

020 7654 8000

enquiries@phe.gov.uk

Crossrail

8 Cavell Mews
Flitwick
Bedford
MK45 1GT

0345 602 3813

helpdesk@crossrail.co.uk

HS2

28 Larch Road
Dartford
DA1 2LF

020 7944 4908

HS2enquiries@hs2.org.uk

Notes

The Search Company

1. This data report was prepared and carried out by OneSearch Direct Limited, (Company number SC230285), 2nd Floor, Skypark SP1, 8 Elliot Place, Glasgow G3 8EP (referred to in these Notes as "OneSearch").

2. ONESEARCH Direct Limited is a limited company registed in Scotland.

3. OneSearch maintain contractual relationships with various persons involved in the conveyancing process in the UK. OneSearch will disclose on the data report any personal or business relationship which it has with any person involved in the sale of the property who is identified at the point of ordering the report. OneSearch cannot accept any liability for failing to disclose a relationship where the involvement of a person in the transaction was not made known to it at the time of ordering the report.

Terms for Preparation of Report

4. This data report does not consider whether all necessary consents have been obtained. Purchasing agents are advised to obtain the necessary documentation from the vendors.

5. The information in this data report has been prepared following a search of (a) publicly available property related information held by the relevant local authority; and (b) property related information derived from the relevant local authority held by OneSearch. The name and address of the relevant local authority is **Peterborough City Council at Town Hall, Bridge Street, Peterborough, Cambridgeshire, PE1 1PJ.** The address of OneSearch is set out in paragraph 1 above in this Notes section. Copies of relevant documents held by the relevant local authority can be obtained by contacting the relevant local authority at the said address. Fees and contact information for obtaining copies of such documents are available on request by contacting OneSearch on 0800 052 0117 or by e-mailing cs@onesearchdirect.co.uk The searches from which this data report was prepared were completed on the date this report was issued (the said date of issue being the date stated on page 1 of the report.)

Scope of Area Searched

6. Local Plan policies, proposals and recommendations: only those which apply directly to the property of the report are disclosed.
7. Planning applications on the property only have been searched. The minimum search period is 10 years.

Legal Issues

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

Queries

9. Any queries or complaints regarding the content of the data report; the manner in which the report was prepared or completed; or the service provided by staff of OneSearch should be submitted in the first instance to the Customer Services Department by telephone on 0800 052 0117 or by emailing cs@onesearchdirect.co.uk. Claims may also be made under the relevant insurance. (See also under Liability and Insurance below.)

Liability and Insurance

10. This report is protected by Professional Indemnity Insurance arranged by Travelers Insurance Co Ltd, the limit of which is £10,000,000. This indemnity also provides cover for errors and omissions in local authority data/ records which are used to compile our reports. The report further benefits from 6 years run-off cover.
11. If the insurance company goes out of business, compensation may be available from the Financial Services Compensation Scheme (FSCS). The Financial Ombudsman Service may also provide help in resolving disputes involving insurance companies.

Your Aviva Legal Indemnity Policy

No Search - new build/plots with planning

Policy Number 19/61909456ALI

Produced on 25th September 2019

This policy has been arranged for you on the recommendation of your legal adviser. It 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 owner(s) at the Effective Date of the freehold or leasehold interest in the Property
- any bank, building society or other lending institution holding a mortgage or charge on 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

Total Premium	£50.00

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

Your Property

Please refer to the attached Schedule of Properties.

Your Insured Use

Your continued use of the Property as a single, private dwelling or as a building plot for construction and subsequent use as a single residential dwelling in accordance with planning permission granted before the Effective Date.

Your Cover Limit

You are covered for any claim(s) made against you in respect of your Property insured under this Policy for Insured Losses which you incur up to a total value of £1,000,000.00.

No Search - new build/plots with planning

Your Period of Cover

Start Date: 25th September 2019

This policy is effective from the Start Date. In respect of each Property insured under this policy, your cover begins on the Effective Date shown against each Property in the attached Schedule of Properties and continues until:

- if you are the owner of the Property at the Effective Date, for your single period of ownership, or
- if you are a bank, building society or other lending institution holding a mortgage or charge on the Property, for the full term of any mortgage or charge created during the owner's Period of Cover or until such mortgage or charge is repaid, if later.

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Your Covered Risk

OneSearch has supplied the attached data report in connection with the purchase of the Property but one or more of the following enquiries relating to the Property have not been raised, either officially or personally, within 3 months before the Effective Date:

if the Property is located in **England or Wales**

- a search of the Local Land Charges Register on form LLC1 (or any other official form replacing this); and/or
- a search of the local authority's records on form(s) Con29R and/or Con29O (or any other official form(s) replacing these); and/or
- a search of water and drainage records on form Con29DW (or any other official form replacing this); and/or
- a search of the Coal Authority's records on form Con29M (or any other official form replacing this); and/or
- an environmental risk assessment to determine if the Property may be affected by contamination; and/or
- a full Chancel Repair Liability search of the Records of Ascertainment undertaken at the National Archives

if the Property is located in **Scotland**

- a search in the records of the Local Authority Department of Planning Building Control Environmental Health Housing or Roads in which the property is situated; and/or
- an enquiry to sewerage or water undertakers in whose area the Property is situated relating to water sewerage or drainage matters; and/or
- either a standard or special enquiry of the appropriate Authority or any official form in substitution which are in existence on or before Effective Date and which materially affect the value of the Property

if the Property is located in **Northern Ireland**

- Department of Environment Property Certificate; and/or
- Local Council Property Certificate; and/or
- Northern Ireland Housing Executive Search; and/or
- Statutory Charges Search against a Property

Operation of Cover

In return for the payment of your Premium, we will provide the Cover to you throughout your Period of Cover, provided that

- to the best of your knowledge and belief, the information in the Statement of Fact attached to this policy was true when given; and
- you comply with the Terms and Conditions of this policy.

Your Cover

In the event that any response(s) which would be given on the Effective Date of the policy to the enquiries under Your Covered Risk prevent or restrict your use of the Property or reduce 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 up to your Cover Limit

Your Insured Losses

As owner: If you are an owner of the freehold or leasehold interest in the Property, the losses for which you are insured under this section of your policy are

- whichever is the lesser of
  - i) any reduction in the open market value of the Property, caused solely and directly by information which would be obtained on the Effective Date in response to the enquiries under Your Covered Risk, 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 subject to the response(s) and second that the Property is not subject to the response(s)
  - ii) the amount outstanding under any financial charge registered against the Property in the Register of Local Land Charges on the Effective Date
- all sums which you are liable to pay in accordance with any order, injunction or judgment from a court of law in respect of a chancel repair liability, or with our prior written agreement
- the costs and expenses of taking or defending any action at law or otherwise, subject to our prior written agreement

As lender: If you are a bank, building society or other lending institution holding a mortgage or charge on the

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Property, the losses for which you are insured under this policy are

- whichever is the lesser of:
  - i) any shortfall in the repayment of your mortgage secured by the Property, together with interest and costs, insurance premiums, legal and estate agency fees, ground rent and service charges (if applicable), following the exercise of your power of sale; and
  - ii) the amount outstanding under any financial charge registered against the Property in the Register of Local Land Charges on the Effective Date
- the cost of rectifying a Covered Risk, which may include the issue by us of a policy or policies to the purchaser(s) of the Property from you, covering the purchaser(s) and any subsequent mortgage-lender(s) in the event of the occurrence of a Covered Risk. Any such policy or policies would be in accordance with the standard policy terms and conditions in general use by us at the time
- all sums which you are liable to pay in accordance with any order, injunction or judgment from a court of law in respect of a chancel repair liability, or with our prior written agreement
- the costs and expenses of taking or defending any action at law or otherwise, subject to 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

As owner: If you are an owner of the freehold or leasehold interest in the Property, the losses for which you are **not** insured under this section of your policy are any losses, costs or expenses which result from

- information likely to give rise to a claim under this policy about which you or your legal adviser(s) were already aware at the Effective Date (other than notice or knowledge imputed to you by statute solely by reason of the existence of an entry on the Register of Local Land Charges)
- information likely to give rise to a claim under this policy revealed by searches or enquiries made by you or on your behalf before the Effective Date
- any alterations, additions, extensions, changes of use or other development at the Property begun or completed before the Effective Date for which planning permission and/or building regulations approval, if required, was not obtained
- any alterations, additions, extensions, changes of use or other development at the Property begun or completed after the Effective Date for which planning permission and/or building regulations approval, if required, was not obtained
- your not being the legal owner(s) of the Property at the Effective Date
- chancel repair liability registered against the Property at HM Land Registry on the Effective Date or, where title is unregistered, known to be reserved in the title deeds on the Effective Date
- contamination caused
  - after the Effective Date; and/or
  - by leakage of any tanks situated at the Property; and/or
  - by radioactive substances or materials
- the Property being located in
  - an area of coastal erosion; and/or
  - an area potentially at risk from flood
- the Property being located anywhere other than
  - England or Wales
  - Scotland
  - Northern Ireland

As lender: If you are a bank, building society or other lending institution holding a mortgage or charge on the Property, the losses for which you are not insured under this policy are any costs or expenses which result from

- information likely to give rise to a claim under this policy about which you or your legal adviser(s) were already aware at the Effective Date (other than notice or knowledge imputed to you by statute solely by reason of the existence of an entry on the Register of Local Land Charges)
- information likely to give rise to a claim under this policy revealed by searches or enquiries made by you or on your behalf before the Effective Date
- any alterations, additions, extensions, changes of use or other development at the Property begun or completed before the Effective Date for which planning permission and/or building regulations approval, if required, was not obtained
- any alterations, additions, extensions, changes of use or other development at the Property begun or completed after the Effective Date for which planning permission and/or building regulations approval, if required, was not

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obtained
- your borrower(s) (the owner(s)) not being the legal owner(s) of the Property at the Effective Date
- Chancel Repair Liability registered against the Property at HM Land Registry on the Effective Date or, where title is unregistered, known to be reserved in the title deeds on the Effective Date
- contamination caused
  - after the Effective Date; and/or
  - by leakage of any tanks situated at the Property; and/or
  - by radioactive substances or materials
- the Property being located in
  - an area of coastal erosion; and/or
  - an area potentially at risk from flood
- the Property being located anywhere other than
  - England or Wales
  - Scotland
  - Northern Ireland

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Your Aviva Legal Indemnity 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

Consent

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 the 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;
- knowingly allow the Property to be used otherwise than in accordance with your Insured Use.

Cancellation

The policy can be cancelled by

- us giving you 30 days notice in writing; or
- you giving us 30 days notice in writing at our last known address

Cover for properties declared to us before cancellation will be unaffected.

Amendments to Policy

We are entitled to revise the terms provisions or conditions of the policy by giving 30 days notice in writing to you but any revision will only apply to transactions completed after the date of notice.

Premium Payment

Premium payment in respect of all new transactions completed during each calendar month will be submitted to us within 14 days of the end of each calendar month.

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.

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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 www.fscs.org.uk 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.

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Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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 see www.financial-ombudsman.org.uk 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 (http://ec.europa.eu/odr) 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.

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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.

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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.

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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 www.fca.org.uk 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 3GG, 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.

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Statement of Fact for Your Aviva Legal Indemnity Policy

Produced on 25th September 2019

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

Policy Details

Policy number	19/61909456ALI
Start Date	25th September 2019

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

No Search - new build/plots with planning

- The Property is a single residential dwelling, suitable now for occupation without any outstanding or incomplete building works or is a building plot with planning permission granted for a single residential dwelling to be constructed within 12 months after the Effective Date.
- You have agreed to purchase the Property for use in the same way as described above .
- The owner(s) are the legal owner(s) of the Property on the Effective Date.
- You are not aware of any fact, matter or circumstance which would be likely to affect the use of the Property or its value, or give rise to a claim under this policy.
- Access to the Property is or will be gained directly from a highway or adequate express rights exist for vehicular access over estate roads or other private land.
- Drainage and water provision for the Property comes or will come directly from the mains without passing under or through private land or adequate express rights exist for the running and use of drainage and water pipes through private land.
- On the Effective Date, the amount secured by any mortgages or charges on the Property do not in the aggregate exceed 95% of the value of the Property.
- On the Effective Date there is no chancel repair liability registered against the Property at HM Land Registry or, where title is unregistered, known to be reserved in the title deeds.
- Except for the searches described above, all usual enquiries before contract have been completed.

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DEMANDS AND NEEDS STATEMENT

No Search Insurance

Our Assessment
As part of the purchase of your property, we are obliged to conduct a number of searches on behalf of you and your lender. These searches can be lengthy and costly but can be replaced by this No Search Insurance.

Our Recommendation
In accordance with the Financial Conduct Authority (FCA) regulations, we are required to ensure that the legal indemnity policy that we recommend is suitable for your needs.

In order to ensure that the purchase can proceed in the most efficient manner, we recommend that you take out a legal indemnity insurance policy from Northcott Beaton Ltd (NB) to protect you and/or your mortgage lender. NB is a leading provider of legal indemnity insurance and is authorised and regulated by the FCA No. 306740.

An explanation of the recommended legal indemnity policy which can be used to cover the identified defect is included in the Policy Documentation.