



Personal Local Authority Search

Search Reference: PALI 79 - 005480

Applicant: MONKEYMOVE.COM
Building 3
Chiswick Park
566 Chiswick High Road
Chiswick
London
W4 5YA

Reference:

Land or property against which enquiries are made:

32 Harbour View, Poole, Dorset, BH12 6TA

Report Compiled By: Paul Flanders

Date: 5th September 2007

SUMMARY SHEET

Local Land Charges Register Entries

Part 3b of Register: Other Planning Charges

Description: The property is within an area of Special Control defined by the County council under Section 31 of the Town and Country Planning Act 1947, continued in force by Regulation 26 of the Control of Advertisements Regulations 1969
(The current regulations governing the display of advertisements in an area of Special Control are the Town and Country planning Act (Control of Advertisements) Regulations 1992

Originating Authority: Norfolk County Council

Place where relevant documents may be inspected:
Breckland Council
Elizabeth House
Walpole Loke
Dereham
Norfolk
NR19 1EE
Date of Registration: 11/10/61

Description: TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED) Section 106 Agreement dated 27.5.98 between (1) Breckland District Council and (2) D E Tye. Refers 3/93/0429

Date of Registration: 29.5.98

Description: TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED) Section 106 Deed of Variation dated and made between Breckland District Council and Peddars Way Housing Association Limited This deed varies the above Section 106 Agreement dated 27.5.98

Date of registration: 27.10.05

Ref: 3/93/0429
Description: Planning Application Approved with Conditions
Date: 27.5.98

Ref: 3PL/2001/0567
Description: Planning Application Approved with Conditions
Date: 1.5.02

Part 4: Miscellaneous Charges

Description: Declaration designating street as a prospectively maintainable highway pursuant to Part 3 of the New Roads and Street Works Act 1991

Date of Registration: 12.2.02

Originating Authority: Norfolk County Council

Place where relevant documents may be inspected:
Elizabeth House
Walpole Loke
Dereham
Norfolk
NR19 1EE

Planning Department Information

Ref: 3/93/0429
Description: Residential development
Decision: Approved with Conditions
Date: 27.5.98

Ref: 3PL/2001/0567
Description: Construction of 100 dwellings and open space (Approval of reserved matters)
Decision: Approved with Conditions
Date: 1.5.02

Building Regulations Information

NHBC Approved

For information please contact:

NHBC Milton Keynes
NHBC House
Davy Avenue
Knowhill
Milton Keynes
Bucks
MK5 8FP

Tel: 0870 241 4306

Other Details

Question 1.2 Planning Designations and Proposals

[Breckland District Local Plan Adopted September 1999](#)

The property is within 200m of:
Land allocation for residential development

Question 2: Roads

Lomond Road is not adopted (Section 38 Agreement applied for 21st March 2007, but not yet completed).
Besthorpe Road is adopted

Registering Authority

Breckland Borough Council
Land Charges Department
Elizabeth House
Walpole Loke
Dereham
Norfolk
NR19 1EE

Register of local land charges

Requisition for search and official certificate of search

An official search is required in Part(s) 1-12 of the register of local land charges kept by the above named registering authority for subsisting registrations against the land [defined in the attached plan] described below

Description of land sufficient to enable it to be identified

32 Harbour View
Poole
Dorset
BH12 6TA

Name and address to which certificate is to be sent Signature of applicant

MONKEY (UK) LIMITED
Building 3
Chiswick Park
566 Chiswick High Road
Chiswick
London W4 5YA

MONKEY (UK) LIMITED

Date: 5th September 2007

Tel: 08700 500 820

Ref:

DX 20055 WALLASEY

Official Certificate of Search

It is hereby certified that the search requested above reveals the 3 subsisting registrations described in the schedule hereto up to including the date of the certificate

Local Land Charges Register Entries

Part 3b of Register: Other Planning Charges

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Place where relevant documents may be inspected:

Breckland Council

Elizabeth House

Walpole Loke

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Norfolk

NR19 1EE

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Description: Planning Application Approved with Conditions

Date: 1.5.02

Part 4: Miscellaneous Charges

Description: Declaration designating street as a prospectively maintainable highway pursuant to Part 3 of the New Roads and Street Works Act 1991

Date of Registration: 12.2.02

Originating Authority: Norfolk County Council

Place where relevant documents may be inspected:

Elizabeth House

Walpole Loke

Dereham

Norfolk

NR19 1EE

ENQUIRIES OF THE LOCAL AUTHORITY (2007 EDITION)

A.

Local Authority Name & Address:

BRECKLAND BOROUGH COUNCIL
LAND CHARGES DEPARTMENT
ELIZABETH HOUSE
WALPOLE LOKE
DEREHAM
NORFOLK
NR19 1EE

Search No: 79 - 005480

Signed: Pali

On Behalf of:

LOCAL AUTHORITY: PRIVATE SEARCH COMPANY:
MEMBER OF THE PUBLIC (Indicate as appropriate)

Dated: 5th September 2007

B.

Enter address of the land/property.

UPRN(s): N/A

32 Harbour View
Poole
Dorset
BH12 6TA

C.

Other roadways, footways and footpaths in respect of which a reply at Enquiry 2 is required:

D.

Reference:

Tel no: 01792 700036

Fax No

E-Mail contact: admin@MonkeyMove.com

E.

To ensure compliance with Schedule 7, Part 1, 1(b) of the HIP Regulations please supply the following details, where applicable:

Name of Vendor:

Name of Estate Agents:

Name of HIP Provider: monkeymove.com

Name of Solicitor/Conveyancer:

Your personal data – name and address – will be handled strictly in accordance with the requirements of the Data Protection Act. We require it to pass on to the relevant authority(ies) in order to carry out the necessary searches

F.

Please reply to:

MONKEY (UK) LIMITED
Building 3
Chiswick Park
566 Chiswick High Road
Chiswick
London W4 5YA

DX Address: DX 20055 WALLASEY

Notes:

A. Enter name and address of appropriate Council. If the property is near a local authority boundary, consider raising certain enquiries (e.g. road schemes) with the adjoining Council.
B. Enter address and description of the property. Please quote the UPRN(s) (Unique Property Reference Number) where known. **A duplicate plan is required for all searches submitted directly to a local authority.** The search may be returned if land/property cannot easily be identified.
C. Enter name and/or mark on a plan any other roadways, footpaths and footways abutting the property (in addition to those entered in Box B) to which a reply to enquiry 2 is required.
D. Details of fees can be obtained from the Council, your chosen NLIS Channel or search provider.
E. Please enter the name of the individual(s) and Firms involved in the sale of the property.
F. Enter the name and address/DX address of the person or company lodging or conducting this enquiry.

CON 29 Required Enquiries of Local Authority (2007)

1 Planning and Building Regulations

1.1 Planning and Building Decisions and Pending Applications

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

- a) a planning permission;
- b) a listed building consent;
- c) a conservation area consent;
- d) a certificates of lawfulness of existing use or development;
- e) a certificate of lawfulness of proposed use or development;
- f) building regulation approval;
- g) a building regulation completion certificate; and
- h) any building regulations certificate or notice issued in respect of work carried out under a competent person self-certified scheme?

How can copies of any of the above be obtained

1.2 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 current adopted or proposed development plan?

2 Roads

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

- a) highways maintainable by public expense;
- b) subject to adoption, and supported by a bond or bond waiver.
- c) to be made up by a local authority who will reclaim the cost from the frontagers; or

See Summary Sheet

None

None

None

None

NHBC Approved please contact NHBC at Milton Keynes Tel: 0870 241 4306

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Planning Department, Breckland Borough Council, Elizabeth House, Walpole Loke, Dereham, Norfolk, NR19 1EE

See Summary Sheet

INFORMATIVE: If a road, footpath or footway is not a highway, there may be no right to use it. The Council cannot express an opinion, without seeing the title plan of the property and carrying out an inspection, whether or not any existing or proposed highway directly abuts the boundary of the property.

See Summary Sheet

Section 38 Agreement applied for 21st March 2007, but not yet completed

None

d) to be adopted by a local authority without reclaiming the cost from the frontagers?

None

3 Other Matters

3.1 Land required for Public Purposes

Is the property included in land required for public purposes?

None

3.2 Land to be acquired for Road Works

Is the property included in land to be acquired for road works?

None

3.3 Drainage Agreements and Consents

a) Do either of the following exist in relation to the property-

Not Known

INFORMATIVE: Note: The sewerage undertaker for the area should also be asked about 3(b) and drainage generally.

b) an agreement or consent for (i) a building, or (ii) extension to a building on the property, to be built over, or in the vicinity of a drain, sewer or disposal main?

Not Known

3.4 Nearby Road Schemes

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

a) the centre line of a new trunk road or special road specified in any order, draft order or scheme;

None

b) the centre line of a new trunk road or special road specified in any order, draft order or scheme;

None

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;

None

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;

None

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

None

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?

None

Note: 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.

3.5 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?

None

3.6 Traffic Schemes

Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths (named in Box B) which abut the boundaries of the property-

INFORMATIVE: In some circumstances, road closure orders can be obtained by third parties from magistrates courts or can be made by the Secretary of State for Transport without involving the Council

a) permanent stopping up or diversion;

None

b) waiting or loading restrictions;

None

c) one way driving;

None

d) prohibition of driving;

None

e) pedestrianisation;

None

f) vehicle width or weight restriction;

None

g) traffic calming works including road humps;

None

h) resident parking controls;

None

i) minor road widening or improvements;

None

j) pedestrian crossings;

None

k) cycle tracks or;

None

l) bridge building?

None

3.7 Outstanding Notices

Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this Schedule:â€

a) building works;

None

b) environment;

None

c) health and safety;

None

d) housing;

None

e) highways; or

None

f) public health

None

3.8 Contravention of Building Regulations

Has a local authority authorised in relation to the property any proceedings for the contravention of any provision contained in Building Regulations?

None

3.9 Notices, Orders, Directions and Proceedings under Planning Acts

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

a) an enforcement notice;

None

b) a stop notices;

None

c) a listed building enforcement notice;

None

d) a breach of condition notice;

None

e) a planning contravention notice;

None

f) another notice relating to breach of planning control;

None

g) a listed building repairs notice;

None

h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation;

None

i) a building preservation notice;

None

j) a direction restricting permitted development;

None

k) an order revoking or modifying a planning permission;

None

l) an order requiring discontinuance of use or alteration or removal of building works;

None

m) tree preservation order ; or

None

n) proceedings to enforce a planning agreement or planning contribution?

None

3.10 Conservation Area

Do the following apply in relation to the property-

a) the making of the area a Conservation Area before 31 August 1974; or

None

b) an unimplemented resolution to designate the area a Conservation Area?

None

3.11 Compulsory Purchase

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

None

3.12 Contaminated Land

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

a) a contaminated land notice;

b) b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990:- (i) a decision to make an entry; or (ii) an entry; or

c) consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990 before the service of a remediation notice?

3.13 Radon Gas

Do records indicate that the property is in a Radon Affected Area as identified by the Health Protection Agency?

INFORMATIVE: A negative reply does not imply that the property or any adjoining or adjacent land is free from contamination or from the risk of it, and reply may not disclose steps taken by another Council in whose area adjacent or adjoining land is situated. You are advised to undertake an Environmental Search Report

None

None

None

INFORMATIVE: Radon Affected Areas are designated by the National Radiological Protection Board. It is recommended that the level of radon gas should be measured in all properties within Radon Affected Areas. The present owner or (for a new property) the builder should be asked whether protective measures were incorporated in the construction of the property; whether the results were at or above the Action Level (prescribed by the NRFB) and if so whether remedial measures were installed and whether the radon levels were re-tested and confirmed the effectiveness of the measures.

None

Statement of Relationship

Please find below a description of any relationships between parties named in box E and persons involved in the composition of this search.

None

Records Inspected

Records have been inspected held by the Local Authority Named in box A in compiling this report. In addition to these the following records have also been inspected:

None

Persons/Companies Involved in the compilation of this search

Below are the names and addresses of anyone involved in the compilation of this search:

David Hughes	Nick Small
Pali	Pali Ltd
Manor Cottage	2-4 Croxteth Avenue
Mill Road	Wallasey
Banningham	Wirral
Norwich	Merseyside
NR11 7DT	CH44 5UL

Complaints Procedure

Please contact Nick Small on 08700 500 820 regarding any complaints you have to do with this search. Alternatively you can email nicksnr@paliltd.com or write to:

Pali Ltd
2-4 Croxteth Avenue
Wallasey
Wirral
Merseyside
CH44 5UL

Terms and Conditions

For the purpose of these terms and conditions any reference to 'Pali' means Pali Ltd, any Pali Franchise and any third party organisations, search agencies, associates or employees used during the course of legitimate business. Report means any Search or Information prepared in respect of the property. Property means the address or location supplied by the Customer or Client in the Order for the report. The Local Authority means the local authority referred to in the report. Customer means the person, company, partnership or other organisation placing an Order either on their own behalf as a Client, or as an agent for the client. Client means the seller, buyer, potential buyer and lender in respect of the Property who is the intended recipient of the report and has an actual or potential interest in the property. We, us and our are references to Pali.

- Pali provides information and services relating to Property Searches carried out on properties in England and Wales only
- Search requests must be made via Hipview, fax, email or post/DX. A full postal address and location plan is required. If no plan is supplied Pali will accept no responsibility for any errors or omissions in the search which result from this.
- All of Pali's third party organisations and search agencies work to the same contract and service level agreements.
- Where the client requests 'copy documents' from the Local Authority, a fee will be charged. Pali undertakes to inform the client of any such information upfront.
- Where the client requests additional Con 29 part II optional enquiries an additional fee will be charged. Pali undertakes to inform the client of the additional fees for obtaining such information upfront.
- Pali aims to return all search results within ten working days. However, this may not always be feasible due to the Local Authority appointment systems or other reasons outside of Pali's control. Pali will not accept liability for any loss, financial or otherwise, incurred by the client, as result of delayed search results.
- The client must notify Pali of any defect or inaccuracy in the Search Reports within seven days of receipt. In the event that such notice is not given, the client shall be deemed to have been satisfied with the information.
- Pali shall not be liable for any acts or omissions of any party for whom we are not responsible.
- Search reports remain the property of Pali until agreed terms have been fulfilled.
- Pali reserves the rights to withhold results until payment has been received.
- Each search is deemed to be an individual contract governed by English Law.
- Pali have insurance in place to meet the requirements of paragraphs 4 and 7 of Schedule 6 of the Home Information Pack (No 2) Regulations 2007 to protect the Client against negligence by us and with regard to information to be included in the Report.
- Pali will be liable for any negligent or incorrect entry in the records searched.
- Pali will be liable for any neglect or incorrect interpretation of the records searched.
- Pali will be liable for any neglect or incorrect recording of that interpretation in the search report.
- Pali will produce the Report with reasonable care and skill and it is provided to the Client on the basis that they acknowledge and agree to the following:

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

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

Important Protection

The Search Code provides protection for homebuyers, sellers, conveyancers and mortgage lenders, who rely on property search reports carried out on residential property within the United Kingdom. It sets out minimum standards which organisations compiling and/or selling search reports have to meet. This information is designed to introduce the Search Code to you.

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

The Code's main commitments

The Search Code's key commitments say that search organisations will:

Provide search reports which include the most up-to-date available information when compiled and an accurate report of the risks associated with the property.

Deal promptly with queries raised on search reports.

Handle complaints speedily and fairly.

At all times maintain adequate and appropriate insurance cover to protect you.

Act with integrity and ensure that all search services comply with relevant laws, regulations and industry standards

Keeping to the Search Code

How search organisations keep to the Search Code is monitored independently by the Property Codes Compliance Board. And, complaints under the Code may be referred to the Independent Property Codes Adjudication Scheme. This gives you an extra level of protection as the service can award compensation of up to £35,000 to you if you suffer as a result of your search organisation failing to keep to the Code.

Contact Details

The Property Codes Compliance Board: Please contact:

Telephone: 020 7917 1817

Email: info@propertycodes.org.uk

You can also get more information about the Property Codes Compliance Board from our website at:

www.propertycodes.org.uk

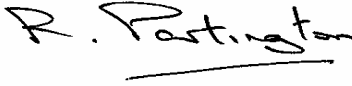
PLEASE ASK YOUR SEARCH ORGANISATION IF YOU WOULD LIKE A COPY OF THE FULL SEARCH CODE

Residential Personal Search Insurance Certificate

Schedule

Policy Number	HCSW200754/15
Search Provider (IPSA Member)	Pali Ltd
Search Reference	79 - 005480
Date of Search (Inception Date)	5th September 2007
Property (address)	26 Lomond Road, Attleborough, Norfolk, NR17 2SB
Postcode	NR17 2SB
Limit of Indemnity	The Market Value as at the Inception Date together with any costs incurred with Our written consent subject to a maximum of £2,000,000 unless agreed in writing by Us prior to the Inception Date .

Signed for and on behalf of the Insurer.



Insurer

underwritten by Syndicate 382 at Lloyd's
Authorised and regulated by the Financial Services Authority.

Residential Personal Search Insurance Certificate

This Certificate attaches to and provides cover, subject to the terms and conditions detailed below in respect of the attached **Search**.

Definitions

Where a word is defined below it shall carry the same meaning wherever it appears in bold text in this Policy.

You/Your	The person insured by this Policy. You may be any person or persons set out in Schedule 7, Part 2, Paragraph 6(a) (i) to (iii) of The Home Information Pack Regulations 2007 (SI 2007 No. 992), namely: <ul style="list-style-type: none">• the seller of the Property Interest and/or;• a potential or actual buyer of the Property Interest including any subsequent buyer of the Property within 12 months of the Inception Date and/or;• a mortgage lender in respect of the Property Interest.
We/Us/Our	Hardy Conveyancing Insurances underwritten by Syndicate 382 at Lloyd's. Authorised and regulated by the Financial Services Authority.
Search Provider	Pali Ltd
Adverse Entry	Any entry or matter: <ol style="list-style-type: none">1. which was in existence on the Inception Date and which was registered against the Property or any adjoining property and would have been disclosed by an Official Search or which should have been registered against the Property or any adjoining property on or before the Inception Date but which was not disclosed by the Search. (For the avoidance of doubt such entry or matter could be the subject of an Unavailable Search Result).2. which was registered against the Property or any adjoining property and disclosed by the Search but which should not have been disclosed due to such entry not forming part of the registers of the Relevant Authority at the Inception Date or which should not have formed part of the registers of the Relevant Authority at the date of the Search due to the matter to which the entry relates either no longer subsisting or never having affected the Property.
Comparable Report	Either a Search or any other report carried out by any provider in relation to the same enquiries raised in the Search .
Inception Date	The date of the Search as stated in the Schedule.
Indemnity Period	From the Inception Date until the date of a subsequently obtained Comparable Report .
Insured Use	The continued use of the Property for residential purposes.
Limit of Indemnity	The Market Value as at the Inception Date together with any costs incurred with Our written consent subject to a maximum of £2,000,000 unless agreed in writing by the Us prior to the Inception Date .
Loss	Any financial loss that You suffer or sustain solely and directly due to Your reliance on the Search subject to the terms, conditions and exclusions details in this Policy.
Market Value	The market value of the Property Interest determined by a surveyor acting as sole arbitrator who shall be appointed by agreement between You and the Insurer or in the absence of agreement by the President or next most senior available officer of the Royal Institution of Chartered Surveyors who will have the power (with the right to take such further advice as may reasonably be required) to determine and appoint the appropriate person or to arrange such person's appointment.
Unavailable Search Result	Where an answer to a specific enquiring raised in the Search is not provided in the Search due solely and directly to the circumstances set out in Schedule 7, Part 1, Paragraph 3 of The Home Information Pack Regulations 2007 (SI 2007 No. 992) applying on the Inception Date .
Official Search	A search carried out against the Property in forms LLC1 and Form Con 29 Part 1 or 2 Standard Enquiries of Local Authority (2002 Edition) (or any official form(s) that supersede or replace such form(s)) carried out by the Relevant Authority .
Property	Any residential dwelling situated in England or Wales, the address of which is stated in the Schedule.
Property Interest	The interest in the Property that is being sold and for the purposes of which the Search was obtained at the Inception Date .
Relevant Authority	The statutory authority or authorities responsible for maintaining the registers forming the subject matter of the Search .
Search	The search carried out against the Property by the Search Provider in substitution of an Official Search and to which this Policy is attached.

Mortgage Lender's Non-Invalidation Protection Clause

Any act, omission or misrepresentation by any party shall not affect or invalidate any claim made by a mortgage lender under this Policy unless such party acted on such mortgage lender's behalf or with their knowledge or consent.

Cover

In consideration of the Premium, **We** will indemnify **You** during the **Indemnity Period** against **Loss** which **You** may sustain solely and directly as a result of any **Adverse Entry**.

Exclusions

1. **We** are not responsible for any loss that **You** suffer:
 - (i) if at the **Inception Date** or subsequently the **Property** is used otherwise than in accordance with the **Insured Use**;
 - (ii) if the **Property** is not in England or Wales.
2. **We** are not responsible for any loss that **You** suffer in respect of any **Adverse Entry**:
 - (i) disclosed in the **Search**;
 - (ii) which **You** were aware of or had knowledge or information of any matter fact or circumstance (other than notice of knowledge imputed to **You** by statute) at the **Inception Date**;
 - (iii) which first arose after the **Inception Date**;
 - (iv) which would not have been revealed in relation to any question or enquiry contained in the **Search**;
 - (v) which you became aware of after you chose not to purchase the **Property** (if **You** chose not to purchase the **Property**).
3. **We** are not responsible for any costs that **You** incur after you become aware of an **Adverse Entry** unless **We** have agreed to them in writing before **You** incur them or unless **You** were contractually bound in respect of those costs before you became aware of the **Adverse Entry**.
4. **We** are not responsible for any loss that **You** suffer relating to clean-up costs, fines or financial penalties which arise directly or indirectly from any form of contamination or pollution of the **Property** or any part thereof howsoever arising.
5. **We** are not responsible for any loss that **You** suffer which arises from a consequential loss of whatever nature which shall be deemed to include any interest levied by a mortgage lender directly arising out of any penalty clause in any legal charge, form of security or mortgage deed in relation to the **Property**.

Conditions

1. This Policy shall be governed by and construed in accordance with the laws of England and Wales.
2. **We** will not pay more than the **Limit of Indemnity** in total in relation to any reduction in **Market Value** of **Your** interest in the **Property** together with costs and expenses covered by this Policy. **You** cannot claim the benefit of more than one Policy in relation to the **Property**.
3. If **You** receive information about any claim or **Loss** or any circumstance for which **We** may be responsible under this Policy, **You** must contact **Us** as soon as possible with full details, including a copy of the original **Search**, this Policy, and the document that reveals an **Adverse Entry**.
4. **You** must not make any offer, promise or payment or incur any costs or expenses unless **We** have agreed to this in writing.
5. **You** agree to do and permit to be done all things reasonably practicable to minimise **Loss** under this Policy as **We** may reasonably be require. **We** will be responsible for any expenses incurred in connection with this condition.
6. In the event of any claim or **Loss** or any circumstance for which **We** may have a liability under this Policy **We** shall have full discretion in the conduct of any claim. **We** may at **Our** discretion and at any time:
 - (i) pursue or defend any action at law or otherwise or make an application to a court of competent jurisdiction in **Your** name of and on **Your** behalf;
 - (ii) pay **You** an amount up to the **Limit of Indemnity** or any lesser amount for which a claim can be settled;
 - (iii) make a settlement out of court in **Your** name or on **Your** behalf;
 pay or otherwise settle with **You** the amount of **Loss** provided for under this Policy.
7. **We** may at **Our** discretion and at **Our** own cost make settlement with parties other than **You** and may take any other action which **We** consider necessary to prevent or minimise **Our** loss whether or not **We** are liable under the terms of this Policy and by so doing **We** will not be taken to have conceded any liability or waived any of the terms or conditions contained herein.
8. If there is a claim under this Policy, **We** have the right to instruct a surveyor to assess the **Market Value** of the **Property**.
9. If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the relevant statutory provisions in force at the time. Where referral to arbitration is made under this Condition, the making of an award shall be a condition precedent to any right of action against the Insurer.
10. **We** shall not be liable for any loss which is recoverable under a household buildings insurance policy or any other policy.
11. If **You** deliberately make a false claim, **We** will cancel **Your** interest in this Policy and will not make any payment for such claim.
12. **We** shall have no further liability to **You** under this Policy:
 - (i) if **We** settle a claim with **You** under this Policy,
 - (ii) once the **Indemnity Period** comes to an end provided that the subsequently obtained **Comparable Report** does not contain an **Adverse Entry**, or
 - (iii) once the **Limit of Indemnity** has been exhausted.
13. **You** cannot transfer the benefits of this Policy to anyone else. However, if **You** die during the **Indemnity Period**, **We** agree that the benefits will pass to your estate and beneficiaries.

Making a Claim

Please write with details of any circumstances likely to give rise to a claim under this Policy to Hardy Conveyancing Insurances with a copy of this Policy and the Personal Search to which it attaches. Please be aware of the Conditions of this Policy, particularly Conditions 4 and 5.

Complaints Procedure

We aim to provide an excellent service. If **You** have any cause for complaint you should, in the first instance, contact: Hardy Conveyancing Insurances, 4th Floor, 40 Lime Street, London EC3M 7AW Tel: 020 7105 3342 Fax: 020 7283. Please quote the details of the Policy (Property address, Personal Search Reference, Policy Number etc).

If **You** are still not satisfied with the way a complaint has been dealt with **You** may ask the Complaints Department at Lloyd's to review your case without prejudice to your rights in law at: Complaints Department, Lloyd's, One Lime Street, London EC3M 7HA. Please quote **Your** Policy Number in all cases.

You may also have a right to referral to the Financial Ombudsman Service who can be contacted on 0845 080 1800 or emailed at complaint.info@financial-ombudsman.org.uk

Financial Service Compensation Scheme (FSCS)

We are covered by the FSCS. If the Insurer is unable to meet its obligations under this Policy the Insured may be entitled to compensation. You may contact the FSCS on 020 7892 7300 for further details.

How we will use your data

Hardy Conveyancing Insurances holds data in accordance with the Data Protection Act 1998. It may be necessary for Us to pass data to other organisations that supply products and services associated with this contract of insurance. In order to verify information and to prevent and detect fraud, We may share information You give Us with other organisations and public bodies, who access and update various databases, including those held by the Police. If You give Us false or inaccurate information and We suspect fraud, We will record this and the information will be available to other organisations that have access to the database(s). We can supply details of the databases We access or contribute to, on request.

Policy Summary - Search Insurance

Insurer: Hardy Conveyancing Insurances Syndicate 382 at Lloyd's Authorised and regulated by the Financial Services Authority.

This is a summary of the cover provided under a Residential Personal Search Insurance Policy. It does not contain the full terms and conditions and does not form part of the Policy. You should read the Policy to ensure that you are fully aware of the terms and conditions of the cover provided. A specimen policy wording is available upon request from your adviser.

Type of insurance and cover

The Policy provides cover where a personal search has been provided to you.

The duration of the Policy for purchasers is in perpetuity and for lenders is for the term mortgage, or just the lenders for the term of the mortgage in the case of remortgage. The Policy is assignable to successor purchasers during a period 12 months from the date of the search.

Significant features and benefits

(See the Policy document for full details of the significant features and benefits)

The Policy provides cover against loss sustained by the Insured should the property be adversely affected by any matter(s) which would have been revealed by an official search had one been carried out on the inception date of the Policy or where the results of the personal search disclosed entries which would not have been disclosed by an official search had one been carried out on the inception date of the Policy..

Losses covered

(See the Policy document for full details of the losses covered)

1. Loss sustained by:
 - i) the seller
 - ii) a potential or actual buyer, or
 - iii) the mortgagee in connection with the mortgage,
in respect of:
 - i) liability for any financial charge registered against the property, or the difference in the market value of the property calculated:
 - a) on the assumption that there are no matters recorded on the relevant register adversely affecting the market value, and
 - b) to the extent that any matter(s) recorded on the relevant registers adversely affect the market value of the property,
Such difference in market value to be calculated at the date the Insured was first notified of the matter(s).
2. With prior written consent of the Insurer:
 - i) the cost of any settlement made out of court;
 - ii) costs and expenses incurred by the Insured Insurer in taking or defending any action at law or otherwise;
 - iii) all other costs and expenses incurred.

Significant and unusual exclusions or conditions

(See the Policy document for full details of exclusions and conditions)

1. The Policy does not provide cover in respect of:
 - i) any claim which is induced either wholly or partly by, or through, any wilful act or neglect of the Insured;
 - ii) loss arising out of any matter(s) that:
 - a) were revealed by a previous search result obtained by the Insured or provided to the Insured by a previous owner of the property;
 - b) the Insured was aware of at the inception date of the Policy;
 - c) would not have been revealed in relation to any question or enquiry in the search
 - d) have been entered onto the relevant registers after the inception date of the Policy;
 - iii) loss which is recoverable under any buildings insurance policy covering the property;

- iv) loss arising from the identification or registration of any land as contaminated land pursuant to the Environmental Protection Act 1990.
2. The Insured will not be liable if the Insured, without prior written consent of the Insurer:
- i) discloses the existence of the Policy to any third party who is not a bona fide prospective purchaser their mortgagee and/or legal advisor;
 - ii) admits liability or takes steps to settle a claim.

Cancellation Rights

You may cancel this Policy by returning the Policy document within 14 days of the Inception Date. If you do have any reason to cancel this Policy, please contact the Accounts Department at CLS Limited at Suite 39, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU. Email: accounts@clsl.co.uk, Tel: 0870 013 0872, Fax: 0870 013 0190. We will fully refund any premium paid and cancel the Policy from the Inception Date. If you cancel this Policy, you may be in breach of the terms of your mortgage or the terms of the sale of the Property.