



## Personal Local Authority Search

Search Reference: PALI 79 - 009186

Applicant: SOUTHERN ENERGY CONSULTANTS

62 UNDERMILL ROAD  
UPPER BEEDING  
STEYNING  
WEST SUSSEX  
BN44 3JG

Reference: SEC00041

Land or property against which enquiries are made:

**54 Dover Road, Brighton, East Sussex, BN1 6LN**

Report Compiled By: Peter AE Graham  
On Behalf of PALI LTD

Date: 3<sup>rd</sup> February 2008

# SUMMARY SHEET

## Local Land Charges Register Entries

There are no charges that relate to this property.

## Planning Department Information

There are no planning applications that relate to this property.

## Building Regulations Information

Brighton & Hove City Council does not supply Building Regulations Information. The absence of this information is covered in the Residential Personal Search Insurance Policy included.

## Other Details

### Question 1.2: Planning Designations & Proposals:

Brighton & Hove Local Plan, Adopted July 2005

This property is within:

Boundary of Built-up Area,  
200m of Conservation Areas,  
200m of Outside Prime Retail Frontage,  
200m of Greenway

### Question 2 Roads: (a) highways maintainable by public expense:

Dover Road is maintained.

### Question 3.13: Radon Gas:

This property is within a Radon affected Area.

### Additional Information:

Brighton & Hove Full City Transport Plan 2006/7 to 2010/11

Ditchling Road (Fiveways): Highways and Footways maintenance programme.

Registering Authority

THE LAND SEARCHTEAM  
SOUTHERN HOUSE  
CAPSTONE ROAD  
CHATHAM  
KENT  
ME57 7QA

Register of local land  
charges

Requisition for search  
and official certificate of  
search

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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

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Description of land sufficient to enable it to be identified

54 Dover Road  
Brighton  
East Sussex  
BN1 6LN

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Name and address to which certificate is to be sent

PALI LTD  
2-4 CROXTETH AVENUE  
WALLASEY  
WIRRAL  
MERSEYSIDE  
CH44 5UL

DX 20055 WALLASEY

Signature of applicant

PALI LTD

Date: 3rd February 2008

Tel: 08700 500 820

Ref: SEC00041

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### **Official Certificate of Search**

It is hereby certified that the search requested above reveals no subsisting registrations up to and including the date of this certificate

# Local Land Charges Register Entries

There are no charges that relate to this property.

## ENQUIRIES OF THE LOCAL AUTHORITY (2007 EDITION)

A.

Local Authority Name & Address:

THE LAND SEARCHTEAM  
SOUTHERN HOUSE  
CAPSTONE ROAD  
CHATHAM  
KENT  
ME57 7QA

Search No: 79 - 009186

Signed: Pali

On Behalf of:

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

Dated: 3rd February 2008

B.

Enter address of the land/property.

UPRN(s): N/A  
54 Dover Road  
Brighton  
East Sussex  
BN1 6LN

C.

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

D.

Reference: SEC00041

Tel no: 08700 500 820

Fax No: 08700 500 821

E-Mail contact: search@paliitd.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:

SOUTHERN ENERGY CONSULTANTS

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:

PALI LTD  
2-4 CROXTETH AVENUE  
WALLASEY  
WIRRAL  
MERSEYSIDE  
CH44 5UL

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;   | None              |
| b) a listed building consent;   | None              |
| c) a conservation area consent;   | None              |
| d) a certificates of lawfulness of existing use or development;   | None              |
| e) a certificate of lawfulness of proposed use or development;  | None              |
| f) building regulation approval;  | See Summary Sheet |
| g) a building regulation completion certificate; and  | See Summary Sheet |
| h) any building regulations certificate or notice issued in respect of work carried out under a competent person self-certified scheme? | See Summary Sheet |

How can copies of any of the above be obtained

Brighton & Hove Council, Planning Department,  
Brighton & Hove Council, Hove Town Hall, Norton  
Road, Hove, BN3 3BQ

#### 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?

See Summary Sheet

### 2 Roads

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

**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.

- |   |                   |
|---|-------------------|
| a) highways maintainable by public expense;   | See Summary Sheet |
| b) subject to adoption, and supported by a bond or bond waiver.                         | None              |
| c) to be made up by a local authority who will reclaim the cost from the frontagers; or | None              |
| d) to be adopted by a local authority without reclaiming the cost from the frontagers?  | None              |

### 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

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

a) an agreement to drain building in combination into an existing sewer by means of a private sewer; or

Please Refer to Relevant Water Authority or See Drainage and Water Search Where Applicable

**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?

Please Refer to Relevant Water Authority or See Drainage and Water Search Where Applicable

#### 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 proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway;

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:

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
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**3.9 Notices, Orders, Directions and Proceedings under Planning Acts**

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

- |   |      |
|---|------|
| a) an enforcement notice;   | 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):-

**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

a) a contaminated land notice;

No Entries in the register

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

No Entries in the register

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?

No Entries in the register

### 3.13 Radon Gas

**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 NRPB) and if so whether remedial measures were installed and whether the radon levels were re-tested and confirmed the effectiveness of the measures.

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

See Summary Sheet

## 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:

FENSA Limited  
44-48 Borough High Street  
London  
SE1 1XB

[enquiries@fensa.org.uk](mailto:enquiries@fensa.org.uk)

Tel: 0870 780 2028 / fax: 0870 780 2029

## Persons/Companies Involved in the compilation of this search

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

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

PPS  
Thorncroft  
Cross Lane  
Smallfield  
Surrey  
RH6 9SA

## 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@palitd.com](mailto:nicksnr@palitd.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 not 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 £5,000 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](mailto:info@propertycodes.org.uk)

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

[www.propertycodes.org.uk](http://www.propertycodes.org.uk)

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



## Personal Search (Residential) Insurance Policy

### Schedule

**Policy Number: HCSW200754/897**

<b>Insurer</b>	Hardy Conveyancing Insurances, underwritten by Syndicate 382 at Lloyd's Authorised and regulated by the Financial Services Authority
<b>Search Provider</b>	<b>PALI LTD</b> , 2-4 CROXTETH AVENUE, WALLASEY, WIRRAL, MERSEYSIDE, CH44 5UL
<b>Search Reference</b>	79 - 009186
<b>Property</b>	54 Dover Road, Brighton, East Sussex
<b>Postcode</b>	BN1 6LN
<b>Limit of Indemnity</b>	The Market Value as at the Inception Date together with any costs incurred with the written consent of the Insurer subject to a maximum of £2,000,000 unless agreed in writing by the Insurer
<b>Premium</b>	£4.50 inclusive of Insurance Premium Tax in respect of each Certificate of Insurance issued and detailed in the Declaration to the Insurer where the maximum Limit of Indemnity is £2,000,000
<b>Date of Search (Inception Date)</b>	3rd February 2008

  
M S Le Breton, Managing  
Director, Conveyancing  
Liability Solutions Ltd



Signed by Conveyancing Liability Services Limited  
on behalf and with the authority of the Insurer.

## **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, of The Home Information Pack Regulations 2007, who may be:

- the seller of the Property
- a potential or actual buyer of the Property, and any subsequent buyer within 12 months of the inception date
- a lender providing a mortgage or remortgage in respect of the Property

### **We/Us/Our**

The Insurer, Hardy Conveyancing Insurances, underwritten by Syndicate 382 at Lloyd's, of 4th Floor, 40 Lime Street, London EC3M 7AW. Authorised and regulated by the Financial Services Authority

### **Search Provider**

**PALI LTD** being a CoPSO, PCCB or IPSA accredited search company

### **Adverse Entry**

Any entry or matter affecting the Property which was:

1. in existence on the Inception Date and registered against the Property or any adjoining property and would have been disclosed by an Official Search had one been carried out, 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. shown in the Search as being registered against the Property or any adjoining property but which either (a) should not have been disclosed due to such entry not forming part of the registers, or (b) should not have formed part of the registers of the Appropriate Authority at the Inception Date

### **Alternative Report**

Either a new Search or any other subsequent report carried out by any provider in relation to the same enquiries raised in the Search

### **Appropriate Authority**

The statutory authority or authorities responsible for maintaining the registers forming the subject matter of 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 Alternative 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 including costs of demolishing, altering or reinstating any part of the land to comply with any order made by an appropriate body. If You are the buyer this will include any reduction in the Market Value of the Property solely and directly attributable to an Adverse Entry together with any other costs incurred with Our consent

### **Market Value**

The market value of the Insured's interest in the Property as 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 enquiry raised in the Search is not provided in the Search due solely and directly to the circumstances set out in Schedule 7 of The Home Information Pack Regulations 2007 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) issued in substitution therefore carried out by the Appropriate Authority

**Property**

Any residential dwelling situated in England or Wales, the address of which is stated in the Schedule

**Search**

For sale/purchase transactions: The search carried out against the Property by the Search Provider providing the information required by Regulation 9(1) of the Home Information Pack Regulations 2007 in substitution of an Official Search and to which this Policy is attached

For remortgage transactions: The search carried out against the Property by the Search Provider as requested by the lender in substitution of an Official Search and to which this Policy is attached

**Cover**

In consideration of payment 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.

**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.

**Exclusions**

1. We are not responsible for any loss that You suffer if at the Inception Date or subsequently the Property is used otherwise than in accordance with the Insured Use and/or is not located in England and 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 if You 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 were a potential buyer and 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 other than where such costs are incurred with the consent of the Insurer in mitigating a loss as a result of an Adverse Entry resulting from an Unavailable Search Result in respect of Con 29 Part 2 search result 3.12 (b) (i).
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.

**General Conditions**

1. This Policy shall be governed by and construed in accordance with the laws of England and Wales.
2. 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.

**Claims Conditions**

1. We will not pay more than the Limit of Indemnity in total in relation to any or all claims under this Policy in relation to 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.
2. 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. This must be no later than 90 days after the insured becomes aware of the issue.



3. You must not make any offer, promise or payment or incur any costs or expenses unless We have agreed to this in writing.
4. 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.
5. 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;
  - (iv) pay or otherwise settle with You the amount of Loss provided for under this Policy.
6. 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.
7. If there is a claim under this Policy, We have the right to instruct a surveyor to assess the Market Value of the Property.
8. 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.
9. We shall not be liable for any loss which is recoverable under a household buildings insurance policy or any other policy of insurance in respect of the Property.
10. If You deliberately make a false claim, We will cancel Your interest in this Policy and will not make any payment for such claim.
11. 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 Alternative Report does not contain an Adverse Entry, or
  - (iii) once the Limit of Indemnity has been exhausted.
12. Where there is financial compensation in respect of an agreed loss provided by the Insurer, this will be provided within 30 days of its final determination

#### **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@cls.co.uk](mailto:accounts@cls.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 for the sale of the Property.

#### **Making a Claim**

Please write with details of any circumstances likely to give rise to a claim under this Policy to: **Conveyancing Liability Solutions Ltd, Suite 39, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU** enclosing a copy of the Policy. Please be aware of Conditions 2, 3 & 4 of this Policy.

#### **Complaints Procedure**

We aim to provide an excellent service. If you have any cause for complaint you should, in the first instance, contact us at: **Conveyancing Liability Solutions Ltd, Suite 39, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU. Tel: 0870 013 0872, Fax: 0870 013 0190.** Please quote the details of the policy (surname and initials, policy number, property address etc). If the matter is not resolved to your satisfaction, please write to the Insurer at: Hardy Conveyancing Insurances, 4th floor, 40 Lime Street, London, EC3M 7AW.

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 of referral to the Financial Ombudsman Service who can be contacted on 0845 080 1800 or emailed at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

#### **Financial Service Compensation Scheme (FSCS)**

The Insurer is 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.



## Statutory Disclosure Notice

### To the intermediary

This document must be revealed to the ultimate policyholder (including any lender's interest) before the conclusion of the insurance contract.

If you are a Solicitor, Licensed Conveyancer or Legal Executive, you should disclose this document to your client and/or their lender and/or the purchaser's legal representatives for the benefit of their client and/or lender prior to the conclusion of the insurance contract.

### To the policyholder

#### **Who are we?**

Conveyancing Liability Solutions Limited is a specialist insurance intermediary, who arranges conveyancing and property title indemnity insurance. We can be contacted at: **Conveyancing Liability Solutions Limited, Suite 39, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU, 0870 013 0872, fax 0870 013 0190, email to: enquiries@clsi.co.uk.**

#### **Whose policies we offer?**

We offer a range of insurance products from a number of insurers all of whom are authorised and regulated to provide insurance in the United Kingdom by the FSA, and all of whom we are satisfied have satisfactory financial strength and credit ratings for the type of risk and level of cover we provide.

#### **What services do we provide?**

We assume that you are reading this because you have received professional advice that identified a need for the insurance policy requested. We are not permitted to provide advice on your requirement for the insurance policy, or recommend how you should proceed. You will need to make your own choice about how to proceed and we recommend that this is done with guidance from your professional advisor.

#### **Payment for our services**

Conveyancing Liability Solutions Limited will not charge you a fee for arranging the insurance policy. Should you decide to proceed with purchasing the insurance policy you will be charged the premium that applies to the insurance policy you request. You may be charged an administration fee by the intermediary who arranges the policy for you. The intermediary will be responsible for disclosing the amount of their administration fee to you.

#### **Our regulatory status**

Conveyancing Liability Solutions Limited is authorised and regulated by the Financial Services Authority. Our Reference Number is 315295. Our permitted business is arranging non-investment insurance contracts. You can check this on the FSA Register by visiting their website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

#### **What the Financial Services Authority is**

The FSA is an independent body that regulates the financial services industry (including general sales and administration) in the UK. The FSA requires that we provide this document for your information.

The FSA requires us to provide you with this document for your information. We recommend that you use the information provided in this document to help you decide if our services are right for you.

#### **What to do if you have a complaint**

If you have any cause for complaint you should, in the first instance, write to us at: **Conveyancing Liability Solutions Ltd, Suite 39, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU.**

**Tel: 0870 013 0872, Fax: 0870 013 0190.** Please quote the details of the policy (surname and initials, policy number, property address etc).

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**The Financial Services Compensation Scheme (FSCS)**

The insurers we use are covered by the FSCS. If they are unable to meet their obligations under the insurance policy you may be entitled to compensation.

This will depend on the type of business and the nature of the claim.

You may contact the FSCS on 020 7892 7300 or visit their website at [www.fscs.org.uk](http://www.fscs.org.uk) for further details.