



PROPERTY SEARCH NORTH EAST—professional service-no equals

Personal Search Report

**For the Attention of:
Company Name:**

Northumbrian Water Property Solutions
Head Office
Abbey Road
Pity Me
Durham

Your Ref:

576505

Our Ref:

Property Address:

4 Vernon Drive
Whitley Bay
NE25 8JN

**Search Prepared and
Conducted By:**

Michelle Poller
PROPERTY SEARCH NORTH EAST

Date:

22/10/07

This search has been prepared in conjunction with: - Not Applicable

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 | <i>Please see attached</i> |
| (b) a listed building consent; | <i>None</i> |
| (c) a conservation area consent; | <i>None</i> |
| (d) a certificate of lawfulness of existing use or development; | <i>Nothing revealed</i> |
| (e) a certificate of lawfulness of proposed use or development; | <i>Nothing revealed</i> |
| (f) building regulations approval; | <i>* Nothing revealed (Post 1974)</i> |
| g) a building regulation completion certificate; and | <i>* Nothing revealed (Post 1974)</i> |
| (h) Any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme? | <i>* Nothing revealed (Post 1974)</i> |
| 1.2 Planning Designations and Proposals
What designation of land use for the property or the area and what specific proposals for the property are contained in any existing or proposed development plan? | <i>None</i>
<i>Within 200m:- Main Distributor Road</i> |

2. ROADS

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

- | | |
|--|---|
| (a) highway maintainable at public expense | <i>Vernon Drive is a highway maintainable at public expense</i> |
| (b) subject to adoption and, supported by a bond or bond waiver | <i>See 2(a)</i> |
| (c) to be made up by a local authority who will reclaim the cost from the frontagers; or | <i>Not applicable</i> |
| (d) to be adopted by a local authority without reclaiming the cost from the frontagers? | <i>Not applicable</i> |

3.1. Land required for Public Purposes

Is the property included in land required for public purposes	<i>Nothing revealed on Local Plan</i>
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3.2. Land to be acquired for Road Works

Is the property included in land to be acquired for road works?	<i>* Nothing revealed on Local Land Charges Register</i>
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3.3. Drainage Agreements and Consents

Do either of the following exist in relation to the property-	<i>Note: Enquiries about drainage should also be made of the local sewerage undertaker</i>
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<i>(a) An agreement to drain buildings in combination into an existing sewer by means of a private sewer; or</i>	<i>No such agreement known</i>
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<i>(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?</i>	<i>* Nothing revealed on Local Land Charges Register</i>
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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; **Nothing revealed on Local Plan*

(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; *See 3.4 (a)*

(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; *See 3.4 (a)*

(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 a roundabout (other than a mini roundabout) or widening by construction of one or more additional traffic lanes; *See 3.4 (a)*

(e) the centre line of the proposed route of a new road under See 3.4 (a) 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 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? *See 3.4 (a)*

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? **Nothing revealed on inspection of local plan*

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-

- | | |
|---|--|
| (a) permanent stopping up or diversion; | <i>*Nothing revealed on inspection of local plan</i> |
| (b) waiting or loading restrictions; | <i>Please refer to 3.6 (a) above</i> |
| (c) one way driving; | <i>Please refer to 3.6 (a) above</i> |
| (d) prohibition of driving; | <i>Please refer to 3.6 (a) above</i> |
| (e) pedestrianisation; | <i>Please refer to 3.6 (a) above</i> |
| (g) traffic calming works including road humps; | <i>Please refer to 3.6 (a) above</i> |
| (h) residents parking controls; | <i>Please refer to 3.6 (a) above</i> |
| (i) minor road widening or improvement; | <i>Please refer to 3.6 (a) above</i> |
| (i) minor road widening or improvement; | <i>Please refer to 3.6 (a) above</i> |
| (k) cycle tracks; or | <i>Please refer to 3.6 (a) above</i> |
| (l) bridge building? | <i>Please refer to 3.6 (a) above</i> |

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:-

** Nothing revealed on Local Land Charges Register*

- (a) building works;
- (b) environment;
- (c) health and safety;
- (d) housing;
- (e) highways; or
- (f) public health?

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?

** Nothing revealed on Local Land Charges Register*

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:- *None revealed*

- (a) an enforcement notice;
- (b) a stop notice; *Please refer to 3.9 (a) above*
- (c) a listed building enforcement notice; *Please refer to 3.9 (a) above*
- (d) a breach of condition notice; *Please refer to 3.9 (a) above*
- (e) a planning contravention notice; *Please refer to 3.9 (a) above*
- (f) another notice relating to breach of planning control; *Please refer to 3.9 (a) above*
- (g) a listed building repairs notice; *Please refer to 3.9 (a) above*
- (h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation; *Please refer to 3.9 (a) above*
- (i) a building preservation notice; *Please refer to 3.9 (a) above*
- (j) a direction restricting permitted development; *Please refer to 3.9 (a) above*
- (k) an order revoking or modifying planning permission; *Please refer to 3.9 (a) above*
- (l) an order requiring discontinuance of use or alteration or removal of building or works *Please refer to 3.9 (a) above*
- (m) a tree preservation order; or *Please refer to 3.9 (a) above*
- (n) Proceedings to enforce a planning agreement or planning contribution? *Please refer to 3.9 (a) above*

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 *No*
- (b) an unimplemented resolution to designate the area a Conservation Area? *Not so far as is known*

3.11. Compulsory Purchase

Has any enforceable order or decision been made to compulsorily purchase or acquire the property? *Not so far as is known*

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) 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?

None. The Register maintained under S.78 of the Environmental Protection Act 1990 is currently being compiled.

Please see Q3.12(a)

Please see Q3.12(a)

3.13. Radon Gas

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

NO it is not in an area where 1% or more of homes are estimated to be at or above the Action Level

Replies to those question(s) marked with an asterisk * were not available to us on this personal search, however nothing adverse was revealed either by the council or on the Local Plan. In order that you can rely on this search fully without having to raise any further enquiry of the Local Authority we have arranged Local Search indemnity insurance for these/this particular question(s) on a block policy basis.

This will cover your client for any adverse entry which may have been revealed if the question(s) had been answered. A copy of the policy is available if required.

The search requested revealed 1 registration as described in the schedule hereto attached.

LOCAL LAND CHARGES REGISTER *Parts applicable are listed below*

PART 3

<u>Date</u>	<u>Reference</u>	<u>Details</u>
7/8/06	06/02621/FUL	Replace existing fixed up and over door with new wall and windows and new pitched roof Granted Conditionally

Planning History

Please see Part 3 entry above

Additional Information

Please note this property is within the North Tyneside General Smoke Control Order

There is no Public Right of Way

Reference Source Information

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

North Tyneside Borough Council
14 Northumberland Square
North Shields
NE30 1PZ

Declaration

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

Complaints Procedure

We have a formal written complaints procedure for handling complaints speedily and fairly. If you wish to make a complaint, it will be handled as follows:

- 1. The complaint will be acknowledged within 5 working days of receipt;*
- 2. We will normally deal with complaints fully within 4 weeks of receipt;*
- 3. We will keep you informed by letter, telephone or email, as you prefer, if we need more time;*
- 4. We will provide a “final response”, in writing within 8 weeks*
- 5. We will liaise, at your request, with anyone acting on your behalf*

Unavailable Responses to Enquiries

Please note that we are not provided with or allowed access to the records held by the Building Control or Environmental Health departments and until such time as we are permitted to do so, replies to their enquiries are covered by the attached insurance policy.

PCCB – Search Code

Consumer Information

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. 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 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

TERMS AND CONDITIONS OF BUSINESS

Definitions

- "PSNE"** means Property Search North East, The Stables, Wolsingham Road, Gosforth, Newcastle upon Tyne NE3 4RP
- "Client"** means any third party entering into a contract with PSNE upon the terms and conditions specified herein.

1. All work undertaken by PSNE on behalf of the Client is subject to these terms and conditions and all other conditions warranties and representations express or implied or otherwise are hereby excluded. Any work undertaken by PSNE on behalf of the Client shall constitute an offer to contract on these terms and no addition, amendment or modification thereto shall be effective unless expressly agreed in writing by an authorised representative of PSNE. The Client agrees to be bound by these terms and conditions and by placing an order shall be deemed to have accepted them. PSNE may modify the terms and conditions, discontinue or revise the Services or any element of them at its sole discretion at any time with immediate effect without prior notice and the Client's continued use of the Services constitutes acceptance of any such amendment.
2. PSNE will accept instructions from the Client for the provision of services which will include instructions to undertake searches and/or other associated activities as specifically set out in writing on PSNE's acknowledgement of order which usually would involve land, property or other structures. The provision of services may also extend to include search activities of other commercial and business interest as well as other commercial and business services provided by PSNE ("the Services"). It is agreed that these instructions will be accepted on the basis that the Client will be liable for all costs and associated expenses incurred by PSNE in carrying out this work. No contract shall be entered into until PSNE issues its acknowledgement of order describing the work to be undertaken, the charges thereof and an estimate of time for delivery of the Services. PSNE reserves the right to refuse to accept any order at any time.
3. It is agreed that in respect of all work undertaken by PSNE on behalf of the Client, that PSNE are providing the Services only on the basis that the Client provides, supplies or makes available all necessary information for PSNE to carry out the requested Services, and this will include the provision of suitable location plans and/or other necessary documentation or material, all of which will be of good accurate quality and be fit for their intended purpose.
4. PSNE will not be liable to the Client in the event that PSNE are unable to perform an obligation or to carry out the Services on behalf of the Client due to any factor outside of the control of PSNE, including but not limited to acts of God, industrial action, the default or failure of a third party, war or any other government action. In the event PSNE is so prevented from providing the Services it shall notify the Client forthwith. In the event the delay continues for a period in excess of 180 days either party may terminate the order.
5. All communications between PSNE and the Client and all information and other material supplied to or received by PSNE from the Client which is either marked "confidential" or is by its nature intended to be exclusively the knowledge of PSNE and the Client alone, shall be kept confidential unless or until both parties agree that it is or part of it is in the public domain, whereupon to the extent that it is public, this obligation shall cease. Notwithstanding the foregoing, information otherwise confidential may be disclosed to the extent that is bona fides necessary to disclose the same or part thereof on the purpose of the proper performance of the work that is being undertaken or to the extent required by law or any court of competent jurisdiction.
6. It is hereby agreed that the Services are for the exclusive use of the Client and the Client's customers and that no liability of whatsoever nature and/or however caused will pass to PSNE which may arise from any other party that has taken it upon themselves to rely on any information that may have been contained in the Services. The Services are provided for the exclusive benefit of the Client and/or its customers and the Client nor its customer shall disclose the same to any third party without the prior written consent and, where applicable, payment of an additional fee to PSNE.
7. A person who is not a party to any contract made pursuant to these terms and conditions shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of such contract.
8. Irrespective of any payment arrangements that the Client may have with its customers, the Client is solely responsible for payment of all charges within 30 days from the date of the invoice. In the event any invoice is not so paid, PSNE at their sole discretion suspend the provision of any further Services to the Client, refuse any further orders (and notify its associates accordingly) and/or charge interest at a rate of 3% above Barclays Bank Plc base rate from the date such sum is due until the date of payment whether before or after any judgment.
9. It is hereby noted and agreed that following the provision of the Services that unless PSNE is notified in writing within seven days from receipt of the Services or from the date of the defect becoming apparent that there is any discrepancy, inaccuracy or any other issue with the Services it shall be deemed that the Client is satisfied with the Services and PSNE shall have no further liability with regard to such Services.
10. PSNE shall carry out all work that is undertaken with all reasonable diligence and accuracy and will expedite all requests for the provision of the Services in the most efficient manner although it is noted time shall not be of the essence in delivery of the Services.
11. The Client acknowledges and agrees that the information and data supplied in the Services are derived from publicly available records and other third party sources and PSNE does not warrant the accuracy or completeness of such information or data, and the data supplied in the Services are derived solely from those sources specifically cited, PSNE does not claim that these sources represent an exhaustive or comprehensive list of all sources that might be consulted nor does it guarantee that all past or current land uses will be identified by the Services. The Services are professional business to business services not intended for use by persons other than those skilled in the use of property and environmental information. PSNE shall not be responsible for errors or corruptions in the Services resulting from inaccuracies or omissions in data supplied to it by third parties.
12. The Client acknowledges and agrees that all intellectual property rights in the Services are and shall remain owned by PSNE or its suppliers and nothing in the terms and conditions purports to transfer, assign or grant any rights to the Client in respect of the intellectual property rights. The Client and any person to whom it disclosed the Services agrees they will not attempt to affect any modification, merger or change to the Services nor permit any other person to do so nor will they copy, use, market, resell, distribute, merge, alter or

add anything to the Services nor interfere with any trade mark or other proprietary markings on the Services, and the Client agrees to fully indemnify PSNE against any claim, losses or other damages suffered by PSNE as a result of any breach of these obligations.

13. PSNE provides warranties and accepts liability only to the extent stated in this clause 13. Nothing in these terms and conditions excludes either party's liability for death or personal injury caused by that party PSNE's negligence or wilful default. As most of the information contained in the Services provided to PSNE by others, PSNE cannot control its accuracy or completeness nor is it within the scope of the Services to check the information on the ground. Accordingly, and subject to the foregoing, PSNE will only be liable to the Client for any loss or damage caused by its negligence or wilful default and neither PSNE nor any third party providing information shall in any other circumstances be liable for any inaccuracies, faults or omissions in the Services nor shall PSNE have any liability for services used otherwise than in accordance with these terms and conditions. Save as precluded by law, PSNE shall not be liable for any indirect or consequential loss, damage or expenses (including loss of profits, loss of contracts, business or goodwill or any other type of special indirect or consequential loss) howsoever arising. No person may rely on the Services more than 12 months after its original date, and PSNE subject to the foregoing PSNE shall have no liability to the Client after such date. In any event, the maximum liability of PSNE shall be limited to either the sum of £50,000 or the total cost of the Services carried out which form the subject of the complaint whichever is the lower.

TERMS & CONDITIONS ON WHICH THE SEARCH HAS BEEN MADE AVAILABLE

Definitions

1. In these terms and conditions, the following words shall have the following meanings:
 - “We”, “us” and “our” are references to Property Search North East
 - “Report” means local report prepared by us in respect of Property.
 - “Property” means local/drainage or location supplied by the Customer or Client in the Order for the Report.
 - “Order” means the address or location supplied by the Customer or Client in the Order for the Report.
 - “Customer” means the person, company, partnership or other organization placing an Order either on their own behalf as a Client, or as an agent for the Client.
 - “Client” means the seller, buyer, potential buyer and a lender in respect of the Property who is the intended recipient of the Report and has an actual or potential interest in the property.

Agreement

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

The Search Report

3. We will produce the Report with reasonable care and skill and it is provided to the Client on the Basis that they acknowledge and agree to the following:
 - 3.1 The information in the Report reflects that available to us on the date the Report was produced.
 - 3.2 The information contained in a Report can change on a regular basis and we cannot be responsible to the Client for any change in the information after the date on which the Report was produced and sent to the Client or for any inaccuracies, omissions or errors on a public register.
 - 3.3 The Report is produced for use in relation to individual domestic property transaction only and is for the Property supplied in the Order.
 - 3.4 The Report is intended for the personal use of the client.
 - 3.5 Copies of the Report may be made for inclusion in a Home Information Pack, to comply with the provision in the HIPs Regulations 2007 and the Housing Act 2004.

Liability and Insurance

4. We shall not be liable for any acts or omissions of any party for whom we are not responsible.
 - 4.1 We accept liability for death or personal omissions of any party for whom we are not responsible.
 - 4.2 We have insurance in place to meet the requirements of paragraphs 4 and 7 [local searches] of Schedule 7 of Home Information Pack Regulation 2007 to protect the Client against negligence by us and with regard to information to be include in the Report.

Insurer: Stewart Title Ltd.

Price and Payment

5. The price payable for the Report is inclusive of VAT, unless otherwise stated.
 - 5.1 Unless the Client has an account with us for payment of the Reports, we must receive payment for Reports in full before the Report is produced

Confidentiality

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

Copyright

7. The copyright and intellectual property rights in the Report shall remain our property.
 - 7.1 The client agrees to respect and not to alter any trademark, copyright notice or trading name which appears on the Report.
 - 7.2 The Client agrees to indemnify us against any costs, claims and damage suffered by us as a result of any breach by them of the copyright terms in paragraphs 7 and 7.1.

General

8. If any of term is held to be invalid or unenforceable, that provision or part of that provision shall be taken to be removed from these terms and the remaining term will continue in full force and effect.
 - 8.1 these terms shall be governed by English law and shall be subject to the jurisdiction of the English Courts

Aug 2007

PERSONAL LOCAL SEARCH INDEMNITY BLOCK POLICY

KEY FACTS

To the Policyholder/Intermediary

This document must be revealed to the ultimate insured (including any lender which may be insured by the policy) before conclusion of the insurance contract.

If you are a solicitor, you should disclose this document to your client and/or their lender and/or the purchaser's solicitors for the benefit of their client and/or their lender prior to the conclusion of the insurance contract. We assume that you are authorised by the FSA or otherwise licensed (where applicable) to provide insurance mediation activities.

If you are a broker, you should disclose this document in accordance with the Financial Services Authority (FSA) rules.

To the Insured

This document provides a summary of the cover provided under the policy purchased. It does not contain the full terms and conditions of the policy and you should therefore read this summary in conjunction with the full policy wording to ensure you are fully aware of the terms and conditions of the cover provided.

The Underwriter of this policy is:-

Stewart Title Limited ('STL') of Stewart House, Pynes Hill, Exeter, EX2 5AZ ('STL's address'). The Policyholder is Property Search Network Ltd of 70 Fore Street, Heavitree, Exeter, EX1 2RR

Summary of insurance and cover provided by this policy.

If you are a Buyer (as defined by the policy) who has requested or in a Home Information Pack has been provided with a personal local search provided by Property Search North East ("PSNE") ('the Search') this policy is an indemnity policy relating to the Search. In some circumstances PSNE will not have been able to obtain the answer to a certain question in the Search from the Local Authority and so has sought to arrange insurance for you against any possible adverse entry had the question been answered in the usual way. If an answer to the particular question has been given then the cover under the policy will not apply unless the answer given is incorrect due to the negligence of or an error by the Local Authority in question or by PSNE. The cover applies to those searches and properties notified to us by the Policyholder on behalf of PSNE. We assume that the need to purchase this policy has resulted from advice provided to you by the professional legal conveyancing adviser who has applied for the Search from PSNE or because you have been provided with a Home Information Pack which has PSNE's search in it . The policy has therefore been sought to protect you against losses that you may incur, as defined in the policy, as a result of any deficiency in the Search result attributable to the lack of an answer or an incorrect answer from the Local Authority or PSNE and thus a potential adverse entry for the property, as per the terms and conditions of the policy.

If you are selling the Property and have requisitioned the Search from PSNE you will have cover starting on the Completion Date where the Local Authority has made an error in its reply by revealing an Adverse Entry which should not have been revealed ('the Error') and which is the sole and direct cause of the Buyer renegotiating the Offer Price of the Property to the Sale Price and as a result of which renegotiation you suffered loss.

Significant features or benefits under this policy.

This policy is on an indemnity basis. The purpose of this type of policy is to protect you so that you are reimbursed with the financial loss you may incur as a result of a claim and to ensure that you are placed back in the same position you enjoyed prior to the claim (subject to the terms and conditions of the policy). There is a Maximum Liability which we will pay and this is set out in the definition of that term.

Significant Conditions or Exclusions under this policy.

Significant conditions:-

- You must notify us immediately of any Adverse Entry which comes to your attention and cooperate fully with all reasonable requests by us for information and documentation and shall, at our expense, take any action required by the Company to mitigate any loss or potential loss arising as a result of the Adverse Entry.
- The Policy covers only those Personal Searches which have been declared to us by the Policyholder together with the premium due.
- If you knowingly make a claim which is false or fraudulent in any respect the cover provided under this Policy shall become void with immediate effect.
- This Policy does not cover any loss which at the time of the loss is insured by (or would be insured by but for the existence of this Policy) any other policy of insurance other than any excess beyond the amount which would have been payable under such other policy had this Insurance not been effected.
- any act or omission by you, which in whole or part induces a claim under this policy, will prejudice your position and could void the policy
- you or your professional legal advisors should not take any steps to compromise or settle a claim without STL's prior written consent

Exclusions:-You are not insured:-

- for any Adverse Entry known to you at the date of cover or where you know the answer given is incorrect or
- in respect of any answer which is actually obtained in the Personal Search relating to questions in the Local Search covered by the policy unless the answer given is incorrect because the Local Authority or PSSE has made an error or is negligent and it is later found that the correct answer would have been adverse
- where, had the question been answered at the date of the search, there would have been no adverse entry.
- Where you have suffered no loss.

A full list of Conditions and Exclusions is contained in the policy.

What is the Policy term?

There is no fixed term – usually the policy will expire upon your ceasing to be the owner of the property or if you are lending under the terms of a mortgage over the Property the date on which your loan is repaid or the Property ceases to be subject to your mortgage.

Updating the cover.

STL can consider requests to increase or extend cover. STL will not however provide advice thereon 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 legal conveyancing advisor and the Policyholder.

Rights of cancellation.

You have a right to cancel your policy within 14 days of the commencement of the contract or receipt of the policy whichever is later. Where performance of the contract has commenced at your request before expiry of the cancellation period we may require you to pay for the cover actually provided in connection with the policy. The amount will be in proportion to the extent of the cover already provided to you in comparison with the full coverage of the contract.

Claims under this policy

If you wish to notify a claim under this policy, please contact us in writing immediately you become aware of the claim with as much detail as is available for the attention of the Company Solicitor at STL's address.

What if you have a complaint?

If you wish to register a complaint, please contact us by writing to 'The Company Solicitor at STL's address or, if you are not satisfied with the response, to the Financial Ombudsman Service whose current address is in the Policy.

The Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet

our obligations. This will depend on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS currently contactable at 7th Floor Lloyds Chambers, Portsoken Street, London E1 8BN.