



REGULATED DRAINAGE & WATER REPORT



PROPERTY

4 TRINITY CLOSE,
GREAT PAXTON,
ST. NEOTS,
PE19 6YL
UPRN: 100090122364

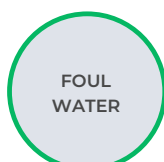


REPORT SUMMARY

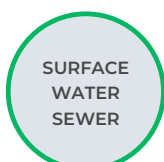
✓ Typical Answers	11
⚠ Advisory	1
⚠ Warning	0
☔ Insured	6



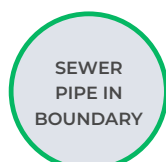
PROPERTY STATUS



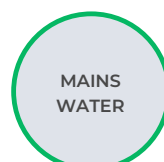
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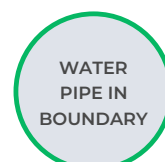
✓ CONNECTED



✓ NO



✓ CONNECTED



✓ NO



REPORT DETAIL

Client Reference
A-41859
Created
28/08/2025
Prepared For
ACONVEYANCING LIMITED



NEED HELP?

Report ID
107162
Prepared By
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SUMMARY OF ANSWERS

DRAINAGE		
1	Who Are The Sewerage Undertakers For The Area?	✔ Anglian Water
2	Is A Plan Showing The Location Of The Nearest Public Sewers Included?	✔ Yes
3	Does Foul Water From The Property Drain To A Public Sewer?	✔ Yes
4	Does Surface Water From The Property Drain To A Public Sewer?	✔ Yes
5	Does The Public Sewer Map Indicate Any Public Sewer, Disposal Main Or Lateral Drain Within The Boundaries Of The Property?	✔ No
6	Does The Public Sewer Map Indicate Any Public Sewer Within 30.48 Metres (100 Feet) Of Any Buildings Within The Property?	✔ Yes
7	Does The Public Sewer Map Indicate Any Public Pumping Station Or Any Other Ancillary Apparatus Within 50 Metres Of Any Buildings Within The Property?	☂ Insured
8	Are Any Sewers Or Lateral Drains Serving, Or Which Are Proposed To Serve The Property, The Subject Of An Existing Adoption Agreement Or An Application For Such An Agreement?	✔ No
9	Is The Building Which Is, Or Forms Part Of The Property, At Risk Of Internal Flooding Due To Overloaded Public Sewers?	☂ Insured
10	Please State The Distance From The Property To The Nearest Boundary Of The Nearest Sewage Treatment Works.	☂ Insured
11	Will The Basis For Charging For Sewerage Services At The Property Change As A Consequence Of A Change Of Occupation?	☂ Insured
WATER		
12	Who Are The Water Undertakers For The Area?	✔ Anglian Water
13	Is A Plan Showing The Location Of The Nearest Water Assets Included?	✔ Yes
14	Is The Property Connected To Mains Water Supply?	✔ Yes
15	Are There Any Water Mains, Resource Mains Or Discharge Pipes Within The Boundaries Of The Property?	✔ No
16	Is The Property At Risk Of Receiving Low Water Pressure Or Flow?	☂ Insured
17	What Is The Classification Of The Water Supply For The Property?	⚠ See Q.17
18	Will The Basis For Charging For Water Services At The Property Change As A Consequence Of A Change Of Occupation?	☂ Insured

DRAINAGE

1 Who Are The Sewerage Undertakers For The Area?

 Anglian Water

2 Is A Plan Showing The Location Of The Nearest Public Sewers Included?

 Yes, a plan is included within this report

The approximate location of Public Sewers are shown on the plan, where applicable.

Public Sewers are defined as those for which the Sewerage Undertaker holds statutory responsibility under the Water Industry Act 1991.

The Sewerage Undertaker is not generally responsible for rivers, watercourses, ponds, culverts or highway drains. If any of these are shown on the plan, they are shown for information only.

Assets other than Public Sewers may be shown on the plan for information.

3 Does Foul Water From The Property Drain To A Public Sewer?

 Yes, records inspected indicate that foul water from the property does drain to a public sewer

The Sewerage Undertaker is not responsible for any private drains and sewers that connect the property to the public sewerage system and does not hold details of these. The property owner will normally have sole responsibility for private drains serving the property.

If foul water does not drain to a public sewer, the property may rely on a cesspit or septic tank.

This response is inferred from inspecting the Sewerage Undertaker's records.

4 Does Surface Water From The Property Drain To A Public Sewer?

 Yes, records inspected indicate that surface water from the property does drain to a public sewer

If the property was constructed after 06/04/2015 the Surface Water drainage may be served by a Sustainable Drainage System (SuDS). Further information may be available from the developer or question 3.3 of the CON29 from 04/07/2016.

The Sewerage Undertaker is not responsible for private drains and sewers that connect the property to the public sewerage system, and do not hold details of these.

It is the responsibility of the homeowner to notify the Sewerage Undertaker should they believe that Surface Water does not drain to the Public Sewer. The charge for Surface Water drainage will still be payable if the property drains only partially to the Public Sewer, as well as to a soakaway or to the ground.

If on inspection the buyer finds that the property is not connected for Surface Water drainage, the property may be eligible for a rebate of the Surface Water drainage charge and they should contact the Sewerage Undertaker.

If Surface Water does not drain to the public sewerage system, the property may have private facilities in the form of a soakaway or a private connection to a watercourse.

For further information on Surface Water drainage, please visit the Ofwat website: <https://www.ofwat.gov.uk/households/your-water-bill/surfacewaterdrainage/>

5 Does The Public Sewer Map Indicate Any Public Sewer, Disposal Main Or Lateral Drain Within The Boundaries Of The Property?

 No, records inspected show that there is no public sewer, disposal main or lateral drain within the boundary of the property

On 01/10/2011, Private Sewers that serve a single property and lie outside the boundary of that property, were transferred into public ownership.

Therefore, there may be additional Public Sewers, disposal mains or lateral drains which are not recorded on the Public Sewer map, but which may prevent or restrict development of the property.

The presence of a Public Sewer running within the boundary may restrict further development. The Sewerage Undertaker has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the company or its contractors needing to enter the property to carry out work.

Sewers indicated on the drainage plan as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer.

Please note if the property was constructed after 01/07/2011 any sewers and/or lateral drain within the boundary of the property are the responsibility of the homeowner.

6 Does The Public Sewer Map Indicate Any Public Sewer Within 30.48 Metres (100 Feet) Of Any Buildings Within The Property?

 Yes, records inspected show that there is a public sewer within 30.48 metres (100 feet) of a building within the property

On 01/10/2011 private sewers were transferred into public ownership, therefore there may be additional lateral drains and/or Public Sewers which are not recorded on the Public Sewer map but are also within 30.48 metres (100 feet) of a building within the property boundary.

The presence of a Public Sewer within 30.48 metres (100 feet) of any building within the boundary of the property can result in the Local Authority requiring a property to be connected to the Public Sewer.

The measure is estimated from the Ordnance Survey record, between any building within the boundary of the property and the nearest Public Sewer. Sewers indicated on the drainage plan as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer.

7 Does The Public Sewer Map Indicate Any Public Pumping Station Or Any Other Ancillary Apparatus Within 50 Metres Of Any Buildings Within The Property?

 Insured - please refer to the insurance policy appended to this report

A response to this question is not readily available and is covered by the Insurance Policy included within this report.

8 Are Any Sewers Or Lateral Drains Serving, Or Which Are Proposed To Serve The Property, The Subject Of An Existing Adoption Agreement Or An Application For Such An Agreement?

 No, the property appears to be part of an established development and not subject to an adoption agreement

This enquiry is of interest to purchasers of new properties who will want to know whether or not the property will be linked to a Public Sewer.

Where the property is part of a very recent or ongoing development and the sewers are not the subject of an adoption application, buyers should consult with the developer to ascertain the extent of public drains and sewers for which they will hold maintenance and renewal liabilities.

On 01/10/2011 all foul Section 104 sewers laid before 01/07/2011 were transferred into public ownership, excluding those that discharge to a privately owned sewage treatment or collection facility. All surface Section 104 sewers that do not discharge to a public watercourse were also transferred. There may be additional Public Sewers, disposal mains or lateral drains which are not yet recorded on the Public Sewer map or Public Sewers that still show as Section 104 sewers.

Final adoption is subject to the developer complying with the terms of the adoption agreement under Section 104 of the Water Industry Act 1991.

9 Is The Building Which Is, Or Forms Part Of The Property, At Risk Of Internal Flooding Due To Overloaded Public Sewers?

 Insured - please refer to the insurance policy appended to this report

A response to this question is not readily available and is covered by the Insurance Policy included within this report.

10 Please State The Distance From The Property To The Nearest Boundary Of The Nearest Sewage Treatment Works.

 Insured - please refer to the insurance policy appended to this report

A response to this question is not readily available and is covered by the Insurance Policy included within this report.

11 Will The Basis For Charging For Sewerage Services At The Property Change As A Consequence Of A Change Of Occupation?

 Insured - please refer to the insurance policy appended to this report

A response to this question is not readily available and is covered by the Insurance Policy included within this report.

WATER

12 Who Are The Water Undertakers For The Area?

 Anglian Water

13 Is A Plan Showing The Location Of The Nearest Water Assets Included?

 Yes, a plan is included within this report

The approximate location of Public Water Mains are shown on the plan, where applicable. Records inspected show known Public Water Mains in the vicinity of the property.

The Water Mains in this context are those which are vested in and maintainable by the Water Undertaker under statute.

Water Undertakers are not responsible for private supply pipes connecting the property to the public water main and do not hold details of these.

These may pass through land outside of the control of the seller or may be shared with adjacent properties. The buyer may wish to investigate

whether separate rights or easements are needed for their inspection, repair or renewal.

Assets other than Public Water Mains may be shown on the plan, for information only.

14 Is The Property Connected To Mains Water Supply?

 Yes, records inspected indicate that the property is connected to mains water supply

This response is inferred from inspecting the Water Undertaker's records.

15 Are There Any Water Mains, Resource Mains Or Discharge Pipes Within The Boundaries Of The Property?

 No, records inspected indicate that there is no water main, resource main or discharge pipe within the boundaries of the property


The presence of a Public Water Main running within the boundary of the property may restrict further development. The Water Undertaker has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the company or its contractors needing to enter the property to carry out work.

16 Is The Property At Risk Of Receiving Low Water Pressure Or Flow?

 Insured - please refer to the insurance policy appended to this report

A response to this question is not readily available and is covered by the Insurance Policy included within this report.

17 What Is The Classification Of The Water Supply For The Property?

 For information on the water hardness for the area please visit
<https://www.anglianwater.co.uk/help-and-advice/drinking-water-advice/hard-water/>

Rain water is naturally soft but once it falls on the ground and filters through rocks it picks up natural minerals, such as calcium and magnesium. The hardness of the water supply depends on the local landscape. More information can be found on the Water Undertakers website

18 Will The Basis For Charging For Water Services At The Property Change As A Consequence Of A Change Of Occupation?













 Insured - please refer to the insurance policy appended to this report

A response to this question is not readily available and is covered by the Insurance Policy included within this report.

DRAINAGE & WATER PLAN



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- | | |
|--|---|
|  Combined Sewer |  Water Main |
|  Foul Sewer |  Private Water Main |
|  Surface Water Sewer |  Abandoned Water Main |
|  Combined Section 104 Sewer | |
|  Foul Section 104 Sewer | |
|  Surface Water Section 104 Sewer | |
|  Abandoned Sewer | |
|  Rising Main Sewer | |
|  Private Sewer | |

GLOSSARY OF COMMON SEWERAGE AND WATER TERMS

COMBINED SEWER – A sewer that carries both Foul and Surface Water.

FOUL WATER – This is the water that comes from toilets, sinks and baths within the property. If the foul water does not drain to a Public Sewer, the property may be serviced by a cesspit or septic tank.

MAINS WATER – This is the water that comes from the public supply. If the property is not connected to the public supply, it may be serviced via a private spring or borehole.

PRIVATE SEWERS – If the sewer within the boundary serves a single property, the sewer is defined as private. If there's a Private Sewer within the property boundary, the property owner owns the sewer and is responsible for maintenance. This also applies to shared sewers if they were connected to the Public Sewer after 01/07/2011.

PUBLIC SEWERS – A public sewer is defined as all the sewers outside the boundary of the property and any shared sewers within the property boundary (provided the latter were connected to the public sewer before 01/07/2011).

SECTION 104 AGREEMENT – is an agreement between the owners of a private sewer (usually a property developer) and the Sewerage Undertaker. The agreement states that, once the developer has constructed the sewer to an agreed standard and maintained it for an agreed period, the Sewerage Undertaker will adopt it and it will become a public sewer. Before this happens, the sewer remains private, owned by the developer.

SURFACE WATER – This is rainwater that runs off the land and roof of the property. If the Surface Water does not run into a Public Sewer, the method of draining should be checked to avoid any risk of flooding.

SUSTAINABLE DRAINAGE SYSTEM – Rather than Surface Water (rainwater) running straight into the sewers, Sustainable Drainage Systems (also known as SuDS) slow down the water flow, absorbing it or holding it back in ponds or other landscape features. This helps to reduce the risk of flooding and of pollution caused by Surface Water carrying waste into watercourses.

SOURCES OF INFORMATION

This report has been compiled by inspecting the Public Sewer Map and where applicable, the Public Map of Water Works.

TYPICAL ANSWER, ADVISORY, WARNING & INSURED EXPLANATION

A Typical Answer is an expected response to the question and not usually considered to be of concern.

An Advisory is a response that usually requires further consideration.

A Warning is a response of concern that needs further consideration.

Insured shows the question is covered by the attached insurance policy.

These answer category types are for reference purposes only with the intention to aid interpretation of the report.

INSURANCE POLICY

This report includes an insurance policy that provides protection of up to £2m, for adverse entries that would have been disclosed in a CON29DW directly obtained from the Sewerage and Water Undertakers, on or before the date this report was compiled.

Terms and Conditions

Definitions

In these Terms the following words shall have the following meanings:

Adverse Entry	a matter having a detrimental effect on the market value of the Property, and which would or should have been disclosed in an Official Search had one been carried out in relation to the Property on the date of the Regulated Search but was not disclosed in the Regulated Search. and includes where the Appropriate Body's registers and information and / or the answers provided by the Appropriate Body for the purposes of the compilation of the Regulated Search were incorrect as at the date of the Regulated Search due to the Appropriate Body's error or omission
Appropriate Body	means either the local authority or other public body responsible for maintaining the registers and information that are used to compile an Official Search
Business	means an Individual, company, or partnership acting in for purposes of their trade, business or profession
Charges	means the charges for the Services as shown when placing an Order
Customer	means a seller, buyer, potential buyer of the Property or lender or any other person with an interest in the Property
Code	means the Search Code of Practice for Search Compilers and Retailers https://www.copso.org.uk/s/38/search-code
Consumer	means any person who places an Order who is not operating as a Business
Contract	has the meaning given in clause 1.1
Data Protection Laws	means any legislation relating to privacy and data protection and electronic communications as applicable in England and Wales
Insurance Product(s)	means any insurance product which We are able to supply to You
Insured	means a buyer and/or lender as the intended recipient of a Regulated Search
Intellectual Property Rights	means any copyright, patent, design right (registered or unregistered), service or trademark (registered or unregistered), database right, or other data right, moral right or know how or any other intellectual property rights
Material	means brochures, price lists and advertisements in any type of media made available to You from time to time in respect of the Services
Official Search	means a report which is compiled and supplied by an Appropriate Body
Optional Services	means a transactional service available on the Ordering Platform whether provided by Us or as an integration with the website / platform of the Supplier
Order	means a request for Services made by You or on Your behalf in respect of a single Property or transaction
Ordering Platform	means Our ordering platform at beagle searches
Privacy Notice	means, for a Business, the privacy notice (which includes a data processing notice) (copies are available upon request) or for a Consumer means the consumer privacy notice at clause 6.4
Property	means an address or location relevant to the Services
Regulated Search(es);	means a (i) a report providing some of the information contained in a CON29DW (Law Society copyright) (known as a Residential Regulated Water and Drainage Search) or (ii) a water and drainage report relevant to a commercial property (known as a Commercial Regulated Water and Drainage Search or (iii) a report providing responses to the questions and information requested in Forms LLC1 and Part 1 and Part 2 of Form CON29 (Law Society copyright). (known as a Regulated Local Authority Search)
Report	means any report / search relating to a property or transaction Ordered by You

Search Pack	a pre-determined combination of Regulated Searches and Supplier Products.
Services	means the supply of any of the services and reports available on the Ordering Platform to You in accordance with your Order
Supplier	means any organisation or third party who provides Supplier Products
Supplier Product	means any Report, Optional Service, data or information or Service provided by a Supplier
SRIP	means search report insurance policy and further details are provided in clause 4.9
Supplier Terms	means, as relevant to an Order, the terms and conditions of Suppliers are incorporated in these Terms and which (i) are found within each sample report for a Supplier Product as shown on the Ordering Platform or, (ii) are required to be agreed by the Customer before ordering a Supplier Product or accessing an Optional Service provided by a Supplier or (iii) apply by law to an Official Search
Terms	means these terms and conditions of supply
Third Party Terms	https://www.elanconvey.co.uk/third-party-terms.pdf
VAT	means value added tax under the Value Added Tax Act 1994 and any similar replacement or additional tax
We, Us, Our	Any one or all of Beagle Searches Limited, as relevant to Your account with Us or as relevant to Insurance Products.
You and Your	means the Customer placing the Order or any Business acting on their behalf

Insurance Statement: Beagle Searches Limited is an Introducer Appointed Representative of DUAL Corporate Risks Limited. We are remunerated by DUAL Corporate Risks Limited for any introductions made by us, which lead to customers entering a contract of insurance arranged by DUAL Corporate Risks Limited'. DUAL Asset is a trading name of DUAL Corporate Risks Limited which is authorised and regulated by the Financial Conduct Authority No. 312593. Registered in England and Wales under company number 4160680. Registered Office: One Creechurch Place, London, EC3A 5AF, United Kingdom.

1. Contract

- 1.1 The contract between us shall come into existence when We accept Your completed Order; acceptance being by either sending a written confirmation or providing the Services ("**Contract**").
- 1.2 We may refuse to accept an Order for reasons including but not limited to where (a) the Services are not available (b) We cannot obtain authorisation for payment or there are credit issues with your account with Us, (c) we identify a pricing or service description error or (d) We determine supply to You will be in breach any regulatory provisions relating to the Services ordered.
- 1.3 Please read and check the Order before it is submitted as the risk of input or submission of information is with You and will not remove or limit any obligations to pay Charges. You accept responsibility for ensuring that the information provided is sufficient and correct for Us to deliver the Service.
- 1.4 The Terms in force at the time of the Contract, in conjunction with any relevant Supplier Terms, the Order, the Privacy Notice and Materials (**Provisions**), shall govern the Contract to the exclusion of any other terms and conditions. You agree to be bound by the Provisions when You place an Order. You should print a copy of the Provisions for future reference.
- 1.5 If You are a Business, You acknowledge that You have not relied upon any representations save insofar as the same have been expressly incorporated in the Provisions and You agree that you shall have no remedy in respect of any misrepresentation (other than fraudulent misrepresentation) which has not become a term of the Provisions.
- 1.6 If You are a Consumer where statements and representations have been made by Our authorised agents contrary to the Provisions, please ensure You ask for such variations to be confirmed in writing.

1. Services

- 1.1 We shall use reasonable care and skill in providing the Services and in accordance with the Code (where applicable).
- 1.2 We reserve the right to make any changes to the Services described in our Material to conform with any applicable statutory requirements or any non-material changes which We reasonably deem appropriate in Our sole discretion.
- 1.3 You may not transfer or sell Reports to another customer (transferee) without our prior written consent. We will, where We give such consent, use reasonable endeavours to transfer the benefit of Supplier Terms and SRIP to any transferee but the transferee is not a party to the Contract, and we are not liable to the transferee for any other liability howsoever arising.

- 1.4 You and Your Customer shall be permitted to make and store electronic or hard copies of Supplier Products or Regulated Searches solely for internal audit/review purposes.
- 1.5 In placing the Order (and subject clause 1.1 and 1.2) You hereby agree that We may take steps to perform the Services as soon as possible. See clause 5 for limited provisions relating to cancellation of the Contract.
- 1.6 We shall use reasonable endeavours to provide the Services within a reasonable period of time but are not liable to You for any delay in providing the Services.
- 1.7 Where You place an Order for an Optional Service provided by Us, it is Your responsibility to check the accuracy of any materials or advice provided by Us in respect of such Optional Service and we provide no warranty as to the accuracy of any such materials or advice and accept no liability in respect thereof.

2. Price and Payment

- 2.1 The Charges are expressed in pounds sterling and are inclusive of VAT. We reserve the right to express the Charges exclusive of VAT in an Invoice, but We shall show the VAT separately and include it in the total price.
- 2.2 INSURANCE PRODUCTS: Where insurance premium tax (IPT) is applicable this is included at the current rates. We reserve the right to express the Charge for Insurance Products exclusive of IPT in an invoice, but we shall show IPT separately and include it in the total price.
- 2.3 Payment is due in full from You within 30 days from date of invoice unless the payment term varied on the invoice.
- 2.4 Services will be charged at the Charge applicable at the date on which an Order is submitted.
- 2.5 If You fail to pay an invoice by the due date, We may charge You interest on the late payment at the prevailing statutory rate pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 until the outstanding sum (including interest) is paid in full, or, where You are a Consumer, interest may be charged at 4% above the base rate of Bank of England until the outstanding sum (including interest) is paid in full.
- 2.6 Any discount, rebate or commission We agree with you must be confirmed in writing (and signed by both parties) but will not apply where Charges are outstanding. You are responsible for advising your customer of this arrangement as required by the regulations of Solicitor's Regulatory Authority or Council of Licensed Conveyancers or Chartered Institute of Legal Executives.
- 2.7 You are responsible for managing all aspects of compliance as required by the Solicitor's Regulatory Authority or Council of Licensed Conveyancers or Chartered Institute of Legal Executives including but not limited to the Insurance Distribution Directive requirements in respect of the purchase of any Insurance Product from Us. If You manage a panel, you should follow the National Trading Standards Estate Agency Team's guidance on transparency of referral fees and any subsequent regulations that come into force to ensure compliance with the Consumer Protection from Unfair Trading Regulations 2008.

3. Cancellation of Services / Refunds

These provisions 3.1 to 3.3 apply to You as a Consumer

- 3.1 If You are a Consumer, you have a legal right under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, to cancel the whole Contract. Your right to cancel the Contract starts on the date the Contract is formed (see clause 1.1) and ends after fourteen working days. If you cancel the Contract within this period, and the exceptions set out in clause 3.2 do not apply, then You will receive a full refund of Charges paid by You. The refund will be processed as soon as possible, and in any case within 30 days of the day on which You gave Us notice of cancellation. You will not be liable for any further payment to Us in respect of the Contract.
- 3.2 This cancellation right does not apply where.
 - 3.2.1 goods are commissioned to Your specifications or by reason of their nature cannot be returned (i.e. the products are based on a specific Property); or
 - 3.2.2 where We have started work on the Services with Your agreement (given in clause 2.5).
- 3.3 To cancel the Contract, You must email support@beaglesearches.co.uk without delay but You should be aware that clause 3.2 is likely to apply.

Where You are a Consumer or Business

- 3.4 INSURANCE PRODUCTS: Insurance Product may be cancelled within 14 days of the Contract start date. Please see the policy for more information.
- 3.5 Following cancellation of the Contract (save for cancellation in accordance with clause 3.1) You will remain liable for any costs, expenses and disbursements incurred by Us prior to receiving written notice of cancellation. Such costs, expenses and disbursements shall be invoiced and payable in accordance with clause 3.

Where You are a Business.

- 3.6 Any refund, discount or commission We give is at Our sole discretion.
- 3.7 Any request to cancel a Contract in whole or in part is subject to refusal at Our discretion. Any request for cancellation you make (and we accept) of a component of a Search Pack will not entitle You to a refund in respect of the cancelled component and You will remain liable for the full Charge of the Search Pack. This is because a Search Pack Charge is calculated using discounts and / volumes on the components when purchased in this way.

4. Warranties and liability limits

- 4.1 Save as expressly provided in this clause 4 We exclude all other representations, warranties or conditions of any kind, either express or implied to the fullest extent permitted by law.
- 4.2 We warrant We will provide the Services with reasonable care and skill and in accordance with the Code.
- 4.3 We do not warrant or guarantee that access to the Ordering Platform will be uninterrupted or error free of free of viruses or other harmful components. We are not liable to You or a Customer for any liability, howsoever arising, resulting from use of the Operating Platform, any website linked to or integrated with the Operating Platform or for inaccuracies or typographical errors of Information on the Operating Platform.
- 4.4 Nothing in these Terms limits or excludes Our liability for any matter for which it is unlawful to exclude or limit liability.
- 4.5 Subject to clause 4.4 We are not liable to You or a Customer;
- 4.5.1 in respect of any liability (howsoever arising) due to errors in the information You supply to Us;
- 4.5.2 in respect of loss of profit (direct or indirect), indirect or consequential losses;
- 4.5.3 in respect of any liability arising from supply of Supplier Products included in the Services save where arising from Our negligence.
- 4.5.4 in respect of any liability arising from the supply of an Official Search save where arising from to Our negligence.
- 4.6 With reference to clause 4.5.3 We will provide reasonable assistance in respect of a claim relating to data or Information provided by a Supplier but the provisions of the Supplier Terms shall prevail; With reference to clause 4.5.4 an Official Search has the benefit of unlimited indemnity (where the Appropriate Body is a water undertaker) or statutory compensation (where the Appropriate Body is a local authority) and We will use reasonable endeavours to assist claim made in this way.
- 4.7 Subject to Clause 4.4 and 4.5 where We have caused an error in a Report and this is notify Us before contracts are exchanged on the relevant Property or We consider that You were aware of the error in the Report before such exchange the sole remedy, and the extent of Our liability, will be satisfied by provision of a replacement Report free of charge. and We shall have no further liability to You / the Customer even if the supply of the replacement Report may cause delay or abortive transaction or the contracts are exchanged prior to Our supply of the replacement Report.
- 4.8 Subject always to the above and the special limit set out in clause 4.9.1 Our liability to You / the Customer whether in contract, tort (including negligence), breach of statutory duty or otherwise shall not exceed, in aggregate £2 million per claim or series of related claims.
- 4.9 **Regulated Searches - Adverse Entries.** In respect of each Regulated Local Authority Search and Regulated Water and Drainage Search the Insured has the benefit of a SRIP which is appended to each report. The SRIP provides cover in respect of an Adverse Entry to the level; of (a) £1 million for a Regulated Local Authority Search and (b) £1 million for a Regulated Water and Drainage Search.
- 4.10 You agree to indemnify Us in respect of any liability arising from any claim, allegation or proceedings brought by You, a Customer or any other third party that these Terms (and Supplier Terms or SRIP (as applicable) do not apply to the Services or as arising from any claim, allegations or proceedings brought against Us by a transferee contrary to clause 1.3.
- 4.11 We do not accept any liability to any third party except as set out in these Terms.

5. Intellectual Property Rights

- 5.1 You acknowledge that all Intellectual Property Rights in the Services are and shall remain owned by either Us or our Suppliers and nothing in these Terms purports to transfer, assign or grant any rights to You in respect of the Intellectual Property Rights.
- 5.2 You agree that You will procure that Your Customer on whose behalf You have commissioned the Services will not, except as permitted herein or by separate agreement with Us change, amend, remove, alter or modify any trademark or proprietary marking on any search provided. You agree to indemnify Us and keep us indemnified from and hold us on demand, harmless from and against all costs, claims, demands, actions, proceedings, liabilities, expenses, damages or losses (including without limitation, consequential losses and loss of profit, and all interest and penalties and legal and other professional costs and expenses) arising out of or in connection with a breach of this clause 5.

6. Data Protection

- 6.1 You are responsible for obtaining the information required to place an Order from Your Customer and for processing and collecting personal data so included in accordance with Data Protection Laws. We acknowledge that You are the data controller.
- 6.2 We will process any personal data You provide to Us as a data processor; please see the data processing notice incorporated in the Privacy Notice.
- 6.3 We will process data concerning You and your employees in accordance with the Privacy Notice.
- 6.4 IF YOU ARE A CONSUMER: In placing an Order You will provide Us with certain information and some of this is personal data; For example, We will require details of the Property address, contact data and financial data. We process this information for contractual purpose to provide the Services including the processing of a payment. In the event of a claim against Us, where we assist with a claim against a Supplier or under the SRIP We may gather further details from You and will share this with the relevant insurance provider to process Your Claim. We

may also disclose Your information to companies within Our group of companies for administrative purposes or to comply with a legal obligation. Once the Order has been completed, We will keep details of the transaction for 7 years for reporting purposes but We also keep copies of Regulated Searches for 20 years. This is because claims may only be known when a Property is re-sold, and this period of time is the average period of home ownership. You have certain rights under the Applicable Data Protection Laws. Some of these rights are complex and you should read the guidance from the Information Commissioner (www.ico.org.uk) for a full explanation of these rights. You may exercise any right in respect of our processing of your personal data by written notice to Us.

Where We contact You at the request of your acting solicitor to arrange for payment of Services ordered on your behalf, We will provide You with further information concerning privacy. At all times these Terms apply to the supply of such Services.

7. General

- 7.1 You shall make any complaint regarding the Services in accordance with the complaints policy at the end of these Terms.
- 7.2 You shall not be entitled to assign the Contract or any part of it without Our prior written consent.
- 7.3 We may assign the Contract or any part of it to any person, firm or company provided that such assignment shall not materially affect Your rights under the Contract.
- 7.4 The parties to these Terms do not intend that any term shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to these Terms or a permitted assignee.
- 7.5 Failure or delay by Us in enforcing or partially enforcing any provision of the Terms will not be construed as a waiver of any of Our rights under the Contract.
- 7.6 Any waiver by Us of any breach of, or any default under, any provision of the Terms by You will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms herein.
- 7.7 If any provision or part of a provision is held to be invalid or unenforceable by any court or other body of competent jurisdiction, that provision or part of that provision shall be deemed severable and the other provisions or the remainder of the relevant provision will continue in full force and effect.
- 7.8 Unless otherwise stated in these Terms, all notices from You to Us or vice versa must be in writing and sent to Our registered office address or Your address as stipulated in the Order.
- 7.9 We reserve the right without notice or liability to You, to defer the date of performance (by a period equivalent to the period during which the Services could not be performed) or to cancel the provision of the Services or reduce the volume of the Services ordered by You if we are prevented from or delayed in the carrying on of Our business due to circumstances beyond Our reasonable control provided that, if the event in question continues for a continuous period in excess of 60 days, You shall be entitled to give notice in writing to us to terminate the Order.
- 7.10 These Terms and each Contract shall be governed by and construed in accordance with English law and shall be subject to the non-exclusive jurisdiction of the Courts of England and Wales. However, if You are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland you may also bring proceedings in Scotland.

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Important Consumer Protection Information

The Property Codes Compliance Board ("PCCB") independently monitors how registered search firms maintain compliance with the Code.

The Code:

- Provides protection for homebuyers, sellers, estate agents, conveyancers and mortgage lenders who rely on the information included in property search reports undertaken by subscribers on residential and commercial property within the United Kingdom
- Sets out minimum standards which firms compiling and selling search reports have to meet
- Promotes the best practice and quality standards within the industry for the benefit of consumers and property professionals
- Enables consumers and property professionals to have confidence in firms which subscribe to the code, their products and services.

By giving You this information, the search firm is confirming that they keep to the principles of the Code. This provides important protection for You.

The Code's core principles - Firms which subscribe to the Search Code will:

- Display the Search Code logo prominently on their search reports.
- Act with integrity and carry out work with due skill, care and diligence.
- At all times maintain adequate and appropriate insurance to protect consumers.
- Conduct business in an honest, fair and professional manner.
- Handle complaints speedily and fairly.
- Ensure that products and services comply with industry registration rules and standards and relevant laws. Monitor their compliance with the Code.

Complaints

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

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

TPOs Contact Details:
The Property Ombudsman Scheme
Milford House
43-55 Milford Street
Salisbury
Wiltshire
SP1 2BP
Tel: 01722 333306
Fax: 01722 332296
Web site: www.tpos.co.uk
E-mail: admin@tpos.co.uk

You can get more information about the PCCB from www.propertycodes.org.uk

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

The Group complaints procedure is as follows:

If You want to make a complaint, We will:

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

Complaints should be sent to support@beaglesearches.co.uk

If you are not satisfied with our final response, or we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, E-mail: admin@tpos.co.uk.

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

Personal Search Insurance (Drainage and Water Search)

Schedule

Policy Number: GESI 0037077CV

Insurer	Great Lakes Insurance UK Limited is a company incorporated in England and Wales with company number 13436330 and registered office address is 1 Fen Court, London, United Kingdom, EC3M 5BN. Great Lakes Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 955859. You can check this on the Financial Services Register by visiting https://register.fca.org.uk/s/ .
Search Provider	The company who issued the Search Report, being the company named on the front page of the Search Report, being a licensee of Elan Technology Group Limited (company number 12866092 whose registered office is at 2 Saffron Court, Wombwell, Barnsley S73 0AP).
Insured/You/Your	<p>The person or organisation for whom the Search Report was produced who may be:</p> <ul style="list-style-type: none"> (i) the owner, lessee or occupier of the Property (ii) the potential or actual buyer of the Property (iii) a Mortgagee <p>and added to the Declaration attaching to the Master Policy by the Search Provider.</p>
Property	The Property to which a Search has been carried out and which has been added to the Declaration attaching to the Master Policy by the Search Provider
Limit of Indemnity	The Fair Market Value of Your Property at the Inception Date subject to a maximum of £2,000,000.00.
Premium	None paid by the Insured.
Inception Date	Being the date that the Search Report was compiled and the date added to the Declaration attaching to the Master Policy by the Search Provider.
Period of Insurance	From the Inception Date and continuing for the period of Your interest in the Property or until an Alternative Report is obtained whichever occurs first.
Insured Use	The continued use of Your Property for residential, commercial or mixed use purposes in England and Wales.

This Policy is the contract between You and the Insurer and it includes the Schedule and any endorsement, extension, plan or appendix issued with it.

This Policy is effected by CLS Property Insight Limited as underwriting agent via ERGO UK Specialty Limited on behalf of Great Lakes Insurance UK Limited. ERGO UK Specialty Limited and Great Lakes Insurance UK Limited are part of the Munich Re Group, one of the leading reinsurers and risk carriers worldwide.



T. Plews, Director



Signed by CLS Property Insight Limited on behalf and with the authority of the Insurer

Definitions

Where a word is defined below or in the Schedule, it will have the same meaning whenever it appears in this Policy.

Administrator/We/Us	CLS Property Insight Limited, company number 06993053 with registered office at 85 Great Portland Street, London, W1W 7LT. CLS Property Insight Limited can be contacted by email at info@clspropertyinsight.co.uk or by telephone on 01732 753 910 or by post also to 26 Kings Hill Avenue, West Malling, Kent, ME19 4AE at all times as authorised underwriting agents and administrators for ERGO UK Specialty Limited on behalf of the Insurer with no liability under this Policy.
Adverse Matter	<ol style="list-style-type: none"> 1. Any matter(s) having a detrimental effect on the Fair Market Value of Your Property, that would or should have been disclosed in an Official Search Report had one been carried out in relation to the Property on the policy Inception Date, but was not disclosed in the Search Report: <ol style="list-style-type: none"> (i) because the Registers and/or the answers provided by the Appropriate Authority for the purposes of the Search Report were incorrect as at the policy Inception Date; and/or (ii) because the Appropriate Authority, for the Search Report, did not provide answers to the following questions, for the purposes of the Search Report at the policy Inception Date <ol style="list-style-type: none"> a) 2.5.1 - Does the public sewer map indicate any public pumping station or any other ancillary apparatus within 50m of any buildings within the property?; and/or b) 2.8 - Is the building which is or forms part of the property at risk of internal flooding due to overloaded public sewers?; and/or c) 2.9 - Please state the distance from the property to the nearest boundary of the nearest sewage treatment works?; and/or d) 3.4 - Is the property at risk of receiving low water pressure or flow?; and/or e) 4.5 - Will the basis for charging for sewerage and water services at the property change as a consequence of a change of occupation?
Alternative Report	A Search Report or Official Search Report carried out on the Property after the Inception Date.
Appropriate Authority	The statutory authority or authorities responsible for maintaining the registers forming the subject matter of the Search Report.
Declaration	The monthly declaration submitted by the Search Provider to the Insurer via the Administrator.
Fair Market Value	The Fair Market Value of Your interest in the Property as determined by a surveyor acting as sole arbitrator appointed by agreement between You and Us failing which in accordance with the relevant statutory provisions on force at the time.
Loss	Any financial Loss You sustain solely and directly due to Your reliance on the Search Report subject to the terms, conditions and exclusions in this Policy including but not limited to costs of demolishing, altering or reinstating any part of Your Property to comply with any order made by an Appropriate Authority, any reduction in the Fair Market Value of Your Property solely and directly attributable to an Adverse Matter together and any legal or professional costs incurred with the Administrators consent.
Master Policy	Policy Number GESI 0037077CV which the Search Provider has added to a Declaration submitted to the Administrator each month.
Mortgagee	Any financial institution which has a mortgage or charge secured on the Property on or after the Inception Date.
Official Search Report	Direct responses from an Appropriate Authority to an application made to it under forms CON29(DW).
Registers	Registers maintained by an Appropriate Authority which are the subject matter of a Search Report.
Search Report	The information provided by the Search Provider in respect of the information obtained from the drainage and water company with regards to search forms CON29(DW).

Cover

Provided the Premium and Insurance Premium Tax have been paid to the Administrator within 30 days of the Inception Date or another period to which the Insurer has agreed in writing, the Insurer will indemnify the Insured for Loss.

Protection for Mortgagees and Successors in Title

Notwithstanding the Exclusions set out below, the Insurer will not avoid liability to an Insured under this Policy for claims resulting from any act, omission or misrepresentation committed or made by any other person unless that person acted on behalf of the Insured or with the knowledge or consent of the Insured or the Insured had knowledge of that act, omission or misrepresentation at the time when the Insured acquired the benefit of this Policy.

The Insurer will not refuse to pay a claim to a mortgage lender because of a breach of the conditions of this Policy, unless that mortgage lender was responsible for, or consented to, or had knowledge of the breach in question.

Exclusions

1. The Insurer will not pay Loss in connection with a Property that is not located in England and Wales.
2. The Insurer will not pay Loss attributable to any error in the creation of the Search Report by the Search Provider.
3. The Insurer will not pay Loss suffered by You in respect of any Adverse Matter:
 - (a) disclosed to You in Your Search Report; and/or
 - (b) which You were aware of (other than notice of knowledge imputed by statute) at the Inception Date; and/or
 - (c) which first arose after the Inception Date; and/or
 - (d) which would not have been revealed in relation to any question or enquiry contained in the Search Report; and/or
 - (e) contained in any other report under forms CON29(DW) provided to You or Your advisers prior to the Inception Date; and/or
 - (f) any matter that would not have been disclosed under forms CON29(DW).
4. Loss arising from the financial failure, insolvency or bankruptcy of the Search Provider. For the avoidance of doubt, this exclusion will not apply where a claim is made by the Insured to the Insurer.
5. Loss which is recoverable by You under any buildings insurance policy covering Your Property.
6. The Insurer will not pay Loss in connection with any matters which would or should have been disclosed in replies to enquiries on the TA6 Property Information Form (or similar).
7. Any consequential Loss or penalty interest suffered by You.
8. This Policy does not cover any Loss and/or any legal liability caused by or arising out of or in connection with any of the following:
 - (a) any malicious or non-malicious electronic data activity (including computer system failure and/or a cyber incident), including but not limited to any action taken in controlling, preventing, suppressing or remediating any cyber act or incident.
 - (b) Radioactivity, including but not limited to contamination by radioactivity from any nuclear fuel, waste, weaponry or equipment.
 - (c) War, invasion, civil war, rebellion, revolution or a similar event.
 - (d) any act of terrorism, meaning an act including but not limited to the use of force, violence and/or threat, of any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government or to put the public, or any section of the public, in fear.
9. The Insurer will not provide any insurance cover or benefit and will not pay any sum if doing so would mean that the Insurer is in actual or potential contravention of any sanction, prohibition or restriction imposed by any law or regulation applicable to the Insurer.

Claims Conditions

When You make a claim under this Policy You must adhere to the claims conditions listed below. If You do not adhere to these claims conditions the Insurer may reject Your claim or reduce the amount of Loss that it pays to the extent that the breach of these conditions is responsible for increasing the amount of Loss.

1. It is a condition precedent of the Insurer's liability under this Policy that the Insured will give written notice to the Administrator at the address shown under "Making a Claim", below, as soon as reasonably practicable, of any circumstances likely to give rise to a claim for which the Insurer may be liable under this Policy and provide the Administrator with such information and documentation as may reasonably be requested.
2. The Insurer will be entitled to participate fully in any dealings (including but not limited to a defence, negotiation or settlement of an Adverse Interest) in relation to an Insured Risk and in any such event the Insured will (to the extent reasonably practicable in the circumstances, but without limitation):
 - (i). not incur any cost or expense without first consulting with and receiving written consent from the Insurer;
 - (ii). Not make any admission of liability, offer, settlement, promise, payment or discharge without first consulting with and receiving written consent from the Insurer;
 - (iii). Give the Insurer access to and provide the Insurer with copies of all correspondence and documentation available to the Insured in relation to the Insured Risk or Adverse Interest and afford the Insurer sufficient time in which to review and comment on such documentation;
 - (iv). Inform the Insurer of any proposed meeting with any third party in relation to an Insured Risk or Adverse Interest and allow the Insurer to attend such meeting and, if the Insurer so requests, provide a detailed written account of the subject and outcome of any such meeting or discussion at which the Insurer was not present;
 - (v). conduct all negotiations and proceedings in respect of an Insured Risk or Adverse Interest with advisers of which the Insurer has approved in writing and take such action as the Insurer may reasonably require to contest, avoid, resist, compromise or otherwise defend an Adverse Interest;
 - (vi). Provide the Insurer with such other information and assistance in connection with an Insured Risk or Adverse Interest as the Insurer may reasonably request.
3. If at the time of any claim made under this Policy there is any other insurance in place whether effected by the Insured or by any other person under which the Insured may be entitled to make a claim wholly or partly in respect of the Insured Risk the Insurer will be liable to pay or contribute in respect of a claim under this Policy only rateably with such other insurance.
4. If the Insured makes any claim knowing it to be false or fraudulent as regards amount or otherwise, this Policy will become voidable and all claims under it may be forfeited.

General Conditions

The following general conditions apply to this Policy. If You do not adhere to these general conditions the Insurer may reject Your claim or reduce the amount of Loss that it pays to the extent that Your breach of these conditions is responsible for increasing the amount of Loss.

1. The Insurer and Insured agree that each will, where required to take any action or provide its consent or compliance, do so reasonably and without undue delay.
2. It is condition precedent to any liability of the Insurer under this Policy that the Insured will not, without the written consent of the Insurer:
 - a. disclose the existence of this Policy, other than to:
 - i. the Insured's employees, directors, managers, legal advisers, representatives, agents, valuers, auditors, and other professional advisers,
 - ii. the Insured's mortgagees or, prospective mortgagees,
 - iii. prospective purchasers, their mortgagees/prospective mortgagees,
 - iv. prospective tenants and tenants, their mortgagees/prospective mortgagees,
 - v. employees, directors, managers, legal advisers, representatives, agents, valuers, auditors, and other professional advisers of any of the parties cited in this condition;
 - b. communicate on any matter regarding an Insured Risk with any party who, it is reasonable to believe, may be entitled to assert an Adverse Interest;
 - c. make an application to any court or the Upper Tribunal (Land Chamber) or the Land Registry in respect of an Insured Risk.
3. This Policy will be governed by and construed in accordance with the law of England and Wales and is subject to the jurisdiction of the courts of England and Wales.
4. The total liability of the Insurer in respect of all claims made or sums payable under this Policy will not exceed, in the aggregate, the Limit of Indemnity.
5. This Policy will not be in force unless it has been signed by a person who has been authorised to do so by the Insurer.
6. The Insured will take reasonable steps to mitigate Loss provided that where such steps are taken at the request of the Insurer and after the notification of an Adverse Interest the cost of such steps and any financial loss suffered by the Insured attributable to such steps will be borne by the Insurer to the extent that they do not constitute Loss.
7. The Insurer may, at its discretion, with the prior consent of the Insured, take any reasonable steps which it considers necessary to mitigate Loss whether or not it is liable under this Policy (including but not limited to pursuing or defending any action at law or otherwise or making an application to a court, the Upper Tribunal (Lands Chamber) or other body of competent jurisdiction in the name of and on behalf of the Insured in relation to an Insured Risk). For the avoidance of doubt the costs of such steps and any financial loss suffered by the Insured attributable to such steps will be paid by the Insurer to the extent that they do not constitute Loss. By taking any action under the condition the Insurer will not be taken to have conceded any liability or waived any provision of this Policy.
8. If the Insurer agrees or is obliged to make any payment to or on behalf of an Insured because of an Insured Risk, the Insurer will immediately be subrogated to any rights which that Insured may have in relation to that Insured Risk.
9. If any dispute arises as to Fair Market Value or an amount to be paid under this Policy (the Insurer having otherwise accepted liability) such dispute will be referred to an arbitrator to be appointed by agreement between the Insurer and Insured or, failing agreement, by the President at that time of the Royal Institution of Chartered Surveyors. Where referral to arbitration is made under this Condition, the making of an award will be a condition precedent to any right of action against the Insurer. The costs of any arbitration will be shared equally by the Insurer and Insured.
10. For the purposes of this Policy, the Administrator is authorised to provide any consent required under the terms of this Policy on behalf of the Insurer.

Cancellation Rights

If cancellation/termination is required, the Insured should contact the Administrator at cancellations@clspropertyinsight.co.uk.

Making a Claim

As soon as any circumstances likely to lead to a claim under the policy become known to You, please write with details to the Claims Manager at claims@clspropertyinsight.co.uk quoting the policy number. Please be aware of the Claims Conditions and General Conditions of the policy.

Complaints Procedure

We aim to provide an excellent service. If You have any cause for complaint You should, in the first instance, contact the Administrator by email complaints@clspropertyinsight.co.uk, by telephone at 01732 753 910 or by post to CLS Property Insight Limited, 26 Kings Hill Avenue, West Malling, Kent, ME19 4AE. Please quote the details of the Policy (surname and initials, policy number and property address). If the matter is not resolved to Your satisfaction, please write to:

Complaints Manager, ERGO UK Specialty Limited Munich RE Group Offices by post to 1 Fen Court, London EC3M 5BN, or by email to complaints@ergo-commercial.co.uk, or telephone them on 020 3003 7130.

If You are still dissatisfied then You may have a right to refer Your complaint to:

The Financial Ombudsman Service

Exchange Tower

London E14 9SR

0800 023 4 567 Calls to this number are now free on mobile phones and landlines

0300 123 9 123 Calls to this number cost no more than calls to 01 and 02 numbers

Email at: complaint.info@financial-ombudsman.org.uk

The existence, and Your use of, this complaints process is without prejudice to Your other rights under this insurance and to Your rights in law.

Financial Services Compensation Scheme (FSCS)

Great Lakes Insurance UK Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event that it cannot meet its obligations if You are an individual, an unincorporated association or a small business. The FSCS will meet up to 90% of Your claim without any upper limit. Further details can be obtained from www.fscs.org.uk or You may contact the FSCS on 0800 678 1100 for further details.

Data Privacy Notice

The privacy and security of Your personal information is very important to CLS Property Insight Limited ('CLS'). The details provided here are a summary of how We process – that is collect, use, share, transfer and store – Your information.

For our full Data Privacy Notice please visit Our website <https://www.cls.co.uk/assets/documents/Privacy%20Notice.pdf> or contact our Compliance Manager at: 26 Kings Hill Avenue, West Malling, Kent, ME19 4AE or by email: Compliance@clspropertyinsight.co.uk or by telephone: 01732 753 910.

Your insurance brokers or other intermediaries (if applicable) may have their own reasons for processing Your personal data. Please contact them directly should You require further information about their uses of Your data.

Collection of Data

CLS may collect a range of personal and business information supplied by You or third parties on Your behalf. This information may include the following: basic personal details such as Your name, address, telephone number, gender, marital status, and additional information about Your insurance requirements, such as details of Your business.

We will always attempt to explain clearly when and why We need this information and the purposes for which We will use it and where necessary We will obtain Your explicit consent to use personal data.

CLS may also collect data about You, Your business or the insured property from a number of different sources, including but not limited to the electoral role, third party databases available to the insurance industry, other insurance firms, loss adjusters and/or other parties involved in the process of administering a claim, as well as publicly available sources.

Personal Data about others

We may collect data about other individuals, such as Employees, family, or members of Your household. If You give Us information about another person, it is Your responsibility to ensure and confirm that You have told that person why and how CLS uses personal data and that You have that person's permission to provide that data to Us and for Us to process it.

Our uses of Data

CLS uses the data We collect to operate our business and provide the products We offer. The information We collect may be used for (amongst other purposes) the following: to assess Your application for a quote or product; to evaluate the risk You present; to verify Your identity; to administer Your Policy and deliver our services; to conduct statistical analysis for pricing purposes; to administer claims; and to investigate and resolve complaints.

Should the need arise, CLS may also use data for the following purposes: to collate Your Policy or claims history; to undertake credit referencing or credit scoring and to assist with financial crime and fraud detection.

Sharing Your Data

If You request a quote, or purchase a product, Your personal information may be shared with and processed by a number of third parties which include but are not limited to regulatory, dispute resolution or law enforcement bodies; other insurance organisations including reinsurers; fraud prevention and credit reference agencies (who may keep a record of the search); or other relevant third parties within our administrative structure.

Your data may be disclosed when We believe in good faith that the disclosure is required by law; necessary to protect the safety of our employees or the public; required to comply with a judicial proceeding, court order or legal process; or for the prevention or detection of crime (including fraud).

Transfer and Storage of Your Data Overseas

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all applicable principles of English law. Personal details will not be transferred outside the EEA unless the transfer is to a country which is considered to have equivalent standards with regard to data protection, or We have taken reasonable steps to ensure that suitable data protection standards are in place.

Data Retention

CLS will only keep data for as long as it is necessary to continue providing our products and services to You and/or to fulfil our legal and regulatory obligations in line with our data retention policy.

Data Subject Rights

You have a number of rights in relation to the information We hold about You. These rights include but are not limited to the right to a copy of Your personal information We hold; to object to the use of Your personal information; to withdraw any permission You have previously provided; and to complain to the Information Commissioner's Office at any time if You are not satisfied with our use of Your information. For a more complete list of Your rights please refer to the full Data Privacy Notice.

Please note that there are times when We will not be able to delete Your information. This may be as a result of a requirement to fulfil our legal and regulatory obligations, or where there is a minimum statutory period of time for which We have to keep Your information. If We are unable to fulfil a request We will always let You know our reasons.

Changes to this Data Privacy Notice

We may amend this Data Privacy Notice from time to time for example, to keep it up to date or to comply with legal requirements. Should any significant changes be made to the ways in which CLS processes data from those described at the time of collection, We will post a notice on our website.

Great Lakes UK Limited and ERGO UK Specialty Limited Privacy Notice

Great Lakes UK Limited and ERGO UK Specialty Limited may process certain information in connection with this policy, which may be defined as personal and/ or sensitive personal information.

For more detailed information or to contact us, please see the details within the relevant privacy notice (as referred to below)

Great Lakes Insurance UK Limited privacy notice:

https://www.munichre.com/content/dam/munichre/contentlounge/website-pieces/documents/Great-Lakes-Insurance-UK-Information-Notice.pdf/jcr_content/renditions/original/Great-Lakes-Insurance-UKInformation-Notice.pdf.

ERGO UK Specialty Limited privacy notice: <https://www.ergo-specialty.co.uk/policies/privacy-policy>.

Insurance Product Information Document

Company: Great Lakes Insurance UK Limited

Product: Personal Search Insurance

Great Lakes Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This Insurance Product Information Document is only intended to provide a summary of the main coverage and exclusions and is not personalised to your specific individual needs in any way. Complete pre-contractual and contractual information on the product is provided in your policy documentation.

What is this type of insurance?

The policy provides cover for loss arising as a result of:-

- i. inaccurate information being disclosed in your drainage and water search at the inception date which your search provider relied upon when compiling your search report which later causes a reduction in market value to the property; and or
- ii. missing answers to certain questions of your drainage and water search (please refer to "Adverse Matter" in the full policy document for the relevant questions) at the inception date, following the drainage and water authority not providing answers which later causes a reduction in market value to the property.



What is insured?

- ✓ You are insured for financial loss which you may suffer as a result of your drainage and water search having been compiled with data that was defective from the drainage and water company, which your search provider then relied upon and used to compile your search, including:
 - ✓ Loss in market value;
 - ✓ Legal or professional costs;



What is not insured?

- ✗ The Insurer will not pay Loss in connection with a Property that is not located in England and Wales.
- ✗ The Insurer will not pay Loss attributable to any error in the creation of the Search Report by the Search Provider.
- ✗ The Insurer will not cover claims:
 - ✗ resulting in from information which was disclosed to You in Your Search Report; and/or
 - ✗ where You were aware of an Adverse Matter (other than notice of knowledge imputed by statute) at the Inception Date; and/or
 - ✗ which first arose after the Inception Date; and/or
 - ✗ which would not have been revealed in relation to any question or enquiry contained in the Search Report; and/or
 - ✗ contained in any other drainage and water search provided to You or Your advisors prior to the Inception Date; and/or
 - ✗ any matter that would not have been disclosed under forms) CON29(DW).
- ✗ Any Loss in respect of any contamination remediation costs arising from the identification or registration of any land as contaminated land pursuant to the Environmental Protection Act 1990 or otherwise.
- ✗ Loss arising from the financial failure, insolvency or bankruptcy of the Search Provider.
- ✗ Loss which is recoverable by You under any buildings insurance policy covering Your Property.
- ✗ You consequential Loss or penalty interest suffered by You.
- ✗ Loss arising from matters which the insured was aware of prior to the Inception Date.



Are there any restrictions on cover?

- ! You will not, without the written consent of the Insurer disclose the existence of this policy, other than to prospective purchasers, their mortgagees, and their respective legal representatives.



Where am I covered (Geographical Limits)?

- ✓ You are covered at the risk address(es) shown on your schedule of insurance.



What are my obligations?

- You are required to keep to the conditions as shown in your full policy documentation.
- As soon as any circumstances which are likely to lead to a claim under the policy become known to you, please write with details to the Claims Manager at claims@clspropertyinsight.co.uk quoting the policy number. Please be aware of the claims conditions and general conditions of the policy.



When and how do I pay?

Your Search Provider will pay the premium directly to us, the Administrator.



When does the cover start and end?

The cover will start from the inception date as documented in the property schedule of this policy.

The duration of the policy will continue for as long as you own the property to be insured or, until another search report has been obtained whichever occurs first.



How do I cancel the contract?

This Policy may be cancelled by contacting the Cancellations Department at cancellations@clspropertyinsight.co.uk within 30 days from the inception date. Provided no claim has been made or is pending, any premium paid will be refunded in full. No refund of premium will be available if the policy is cancelled after 30 days from the inception date.

If the premium is not paid to us within 30 days, we have the right to cancel the policy from the inception date. Notice will be sent in the post.

If this policy is cancelled, this may breach a condition of a loan secured over the property or other terms for the sale of the property.

Initial Disclosure Document

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 representative for the benefit of their client and/or lender prior to the conclusion of the insurance contract.

To the Policyholder

Who are we?	CLS Property Insight Limited is a specialist insurance intermediary, who arranges legal indemnity insurance. We can be contacted by email info@clspropertyinsight.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 FCA, 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 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	CLS Property Insight 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	CLS Property Insight Limited is authorised and regulated by the Financial Conduct Authority. Our Reference number is 718255. Our permitted business is arranging non-investment insurance contracts. You can check this on the FCA Register by visiting their website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.
What the Financial Conduct Authority is	<p>The FCA is an independent body that regulates the financial service industry (including general sales and administration) in the UK. The FCA requires that we provide this document for your information.</p> <p>The FCA 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.</p>
What to do if you have a complaint	<p>We aim to provide an excellent service. If You have any cause for complaint You should, in the first instance, contact the Administrator at complaints@clspropertyinsight.co.uk. Please quote the details of the Policy (surname and initials, policy number). If the matter is not resolved to Your satisfaction, please write to:</p> <p>Complaints Manager, ERGO UK Specialty Limited Munich RE Group Offices by post to 1 Fen Court, London EC3M 5BN, or by email to complaints@ergo-commercial.co.uk, or telephone them on 020 3003 7130.</p> <p>If You are still dissatisfied, then You may have a right to refer Your complaint to:</p> <p>The Financial Ombudsman Service Exchange Tower London E14 9SR 0800 023 4 567 calls to this number are now free on mobile phones and landlines 0300 123 9 123 calls to this number cost no more than calls to 01 and 02 numbers Email at: complaint.info@financial-ombudsman.org.uk.</p> <p>The existence, and Your use of, this complaints process is without prejudice to Your other rights under this insurance and to Your rights in law.</p>
The Financial Services Compensation Scheme (FSCS)	Great Lakes Insurance UK Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation under FSCS if You are a "retail customer" as defined by the Financial Conduct Authority. Further details can be obtained from www.fscs.org.uk or by telephone on 0800 678 1100.