FWS Geological & Geo-Environmental Consultants

COAL MINING RISK ASSESSMENT OF 149 PARK LANE, KNYPERSLEY, STOKE-ON-TRENT, ST8 7PN

3223OR01/July 2017

FWS Consultants Ltd
Merrington House
Merrington Lane Ind Est
Spennymoor
County Durham
DL16 7UT
Company Registration No. 3944252

admin@fwsconsultants.com
www.fwsconsultants.com
01388 420 633






PROJECT NUMBER	3223	
PROJECT TITLE	149 Park Lane	
CLIENT	Innovo-UK Ltd Mount Pleasant Farm Well Lane Gillow Heath United Kingdom ST8 6QR	
REPORT TITLE	Coal Mining Risk Assessment of 149 Park Lane, Knypersley, Stoke-on-Trent, ST8 7PN	
REPORT REFERENCE	3223OR01	
REVISION	**Date**	**Checked**
Rev00	19/07/2017	RIL

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COAL MINING RISK ASSESSMENT OF 149 PARK LAND, KNYPERSLEY, STAFFORDSHIRE, ST8 7PN

1 INTRODUCTION

1.1 Site Location and Description

The approximate 0.10 ha site is located at National Grid Reference 389376 E, 356505 N, and is located at 149 Park Lane, Knypersley, Stoke-on-Trent. It is proposed to develop the site with a residential property however, no development plans have been provided for the site. The location of the site is shown on Drawing 3223OD01.

The site is generally flat with an approximate elevation of 228 to 230 m AOD (metres Above Ordnance Datum).

1.2 Scope of Coal Mining Risk Assessment

FWS Consultants Ltd (FWS) have been commissioned to prepare a Coal Mining Risk Assessment Report of the proposed development site, in order to provide the Local Planning Authority with information on coal mining and an assessment of its potential impact on land stability.

The Coal Mining Risk Assessment has been undertaken in accordance with the principles of current guidance including the Coal Authority's guidance document "Risk Based Approach to Development Management - Resources for Developers Version 4" (2017) (Ref. 1) and CIRIA "SP32 Construction over Abandoned Mine Workings" (2002) (Ref. 2).

The purpose of the Coal Mining Risk Assessment Report is to:-

- present a desk based review of available information on the coal mining issues that are relevant to the application site;
- use that information to identify and assess the risks to the proposed development from coal mining legacy, including the cumulative impact issues; and
- demonstrate to the Local Planning Authority that the application site is, or can be made, safe and stable to meet the requirements of national planning policy with regard to development on unstable land.

2 SOURCES OF INFORMATION

This report is based on the current information of past mining activities relevant to the site. The following sources of information have been used:-

- a site specific Coal Mining Report 06 September 2016 from the Coal Authority (Appendix 2),
- BGS Sheet SJ85NE, 1:10,560 scale geological map
- Coal Authority interactive website.

3 SITE GEOLOGY

The BGS Geological Map shows the superficials deposits comprise glacial till (sandy gravelly clays, or clayey sands) of unknown thickness (assumed to be between 5 m thick) underlain by Pennine Lower Coal Measures comprising interbedded sandstones, siltstones, mudstones, and coal, which are dipping up to 25° Rock head is at approximately 225 to 220 m AOD, 5 to 10 metres below ground level (m bgl).

4 IDENTIFICATION AND ASSESSMENT OF SITE SPECIFIC COAL MINING RISK

4.1 Summary of Potential Risks

The table below summarises the potential risks associated with coal mining legacy for the proposed development site identified from the available sources of information.

Coal Mining Issue	Yes	No	Summary Records
Underground coal mining (recorded at shallow depth)		✓	The Coal Mining Report indicates that the site is not within an area that could be affected by past underground mining. However, the Coal Authority believes that there is coal at or close to the surface that may have been worked in the past. The property is not in the likely zone of influence of present underground coal workings.
Underground coal mining (probable at shallow depth)		✓	The site may be within the zone of influence from ancient (unrecorded) workings in one seam of coal at shallow to 30 m depth.
Mine entries (shaft or adits)		✓	There are no reported mine entries on or within 20 m of the site.
Structural geology		✓	There are no geological structures within 200 m of the site.
Record of past mine gas emissions or potential		✓	There is no record of a mine gas emission requiring action by the Coal Authority within the boundary of the site.
Recorded coal mining surface hazard		✓	The Coal Authority has no records of a subsidence claim within 50 m of the property boundary. There are no records of any request to carry out preventative works before coal is worked under the Coal Authority Subsidence Act 1991. The site has not been subject to remedial works by, or on behalf of, the Coal Authority under its Emergency Surface Hazard Call Out Procedure.
Surface mining (opencast workings)		✓	The site is not located within the boundary of a historical opencast site, and does not lie within 200 m of a current opencast site, nor within 800 m of a known future opencast site.

4.2 Assessment of Mineral Instability

The principal factors influencing mineral instability for this site are summarised below.

4.2.1 Underground Coal Workings

Surface settlement above areas of total coal extraction is typically rapid and can generally be assumed to be complete after a certain period. Settlement above pillar and stall workings, or old roadways, can be sudden and abrupt; and can occur long after abandonment, sometimes creating surface features known as crown-holes. It is generally considered that a cover of competent rock strata equivalent to ten times the height of the working provides adequate protection against crown-hole development (Ref. 2). Less rock cover can be adequate in certain circumstances (e.g. if the rock cover is particularly strong). Drift deposits give less protection than competent rock, and depending on the nature of the drift material (e.g. whether stiff

boulder clay or running sand) considerably more cover may be needed to minimise the risk of surface ground movement. Where mining is identified within seams of less than 1 m thickness, it has been assumed that to accommodate for roadways the minimum worked height will be 1 m, otherwise the working height is assumed to be the seam thickness unless otherwise identified.

Seam Name	Seam Description	Workings	Assessment of Risk
Unnamed Coal	This discontinuous seam is shown to outcrop 60 m to the east of the site and is estimated to be at an elevation of around 225 m AOD (below the site. This seam is assumed to be thin at 0.1 to 0.5 m thick.	There are no recorded workings in this seam, and on the basis of its reported thin nature it is unlikely to have been considered as of workable thickness. As such, there is a low likelihood of unrecorded workings in this seam.	On the basis that this seam is less than 0.5 m thick and is unlikely to have been worked, unrecorded workings are not considered to present an instability risk to the development.
Crabtree Coal	This seam is shown to outcrop approximately 150 m to the east of the site. Dipping 25° to the west. It is at an expected elevation of 210 m AOD (20 m bgl) and is approximately 0.9 to 1 m thick.	There are no recorded workings in this seam, however, unrecorded workings are possible of around 1.0 m total thickness.	Assuming 5 to 10 m of drift deposits and 10 to 15 m of rock cover. The cover of competent rock strata is greater than ten times the height of the possible workings. As such, recorded workings in this seam will not present a risk of mineral instability to the proposed development.
Two feet Coal	This seam is shown to outcrop approximately 240 m to the east of the site. Dipping 25° to the west. It is at an expected elevation of 202 m AOD (28 m bgl) and is approximately 0.6 m thick.	There are no recorded workings in this seam, however, unrecorded workings are possible of around 1.0 m total thickness.	The cover of competent rock strata between this seam and the overlying Crabtree Coal seam is in the order of ten times the combined height of the possible workings in both seams. As such, recorded workings in this seam will not present a significant risk of mineral instability to the proposed development due to cumulative collapse of unrecorded workings in the Crabtree and Two Feet coal seams.

4.3 Assessment of Mine Gas Risk

Based on the Coal Authority report (Appendix 2) and the geological information reviewed, it is considered that unrecorded mine workings may exist below the site within the Crabtree or Two Feet coals at depths of approximately 20 m and 28 m respectively. On the basis that the site is underlain by 5 m to 10 m of low permeability glacial clays, it is considered that there is a low likelihood of gas emissions from unrecorded workings at such a depth from migrating through the rock strata and these low permeable clay soils and accumulating within the building. As such mine gas emissions are considered to present a low risk of harm to the proposed residential development.

5 MITIGATION STRATEGY PROPOSED

From the Coal Authority's records and geological information available, it is considered that unrecorded workings present a low risk of mineral instability to proposed development. As such no mine stabilisation measures are considered necessary.

The site is underlain by approximately 5 to 10 m of low permeability glacial clays and given that the shallowest unrecorded workings maybe present at a depth of 20 m bgl, it is considered that there is a low risk of mine gas emissions to the proposed residential development, and no gas protection measures will be warranted.

P GARVEY
GEO-ENVIRONMENTAL ENGINEER

R IZATT LOWRY
DIRECTOR

6 REFERENCES

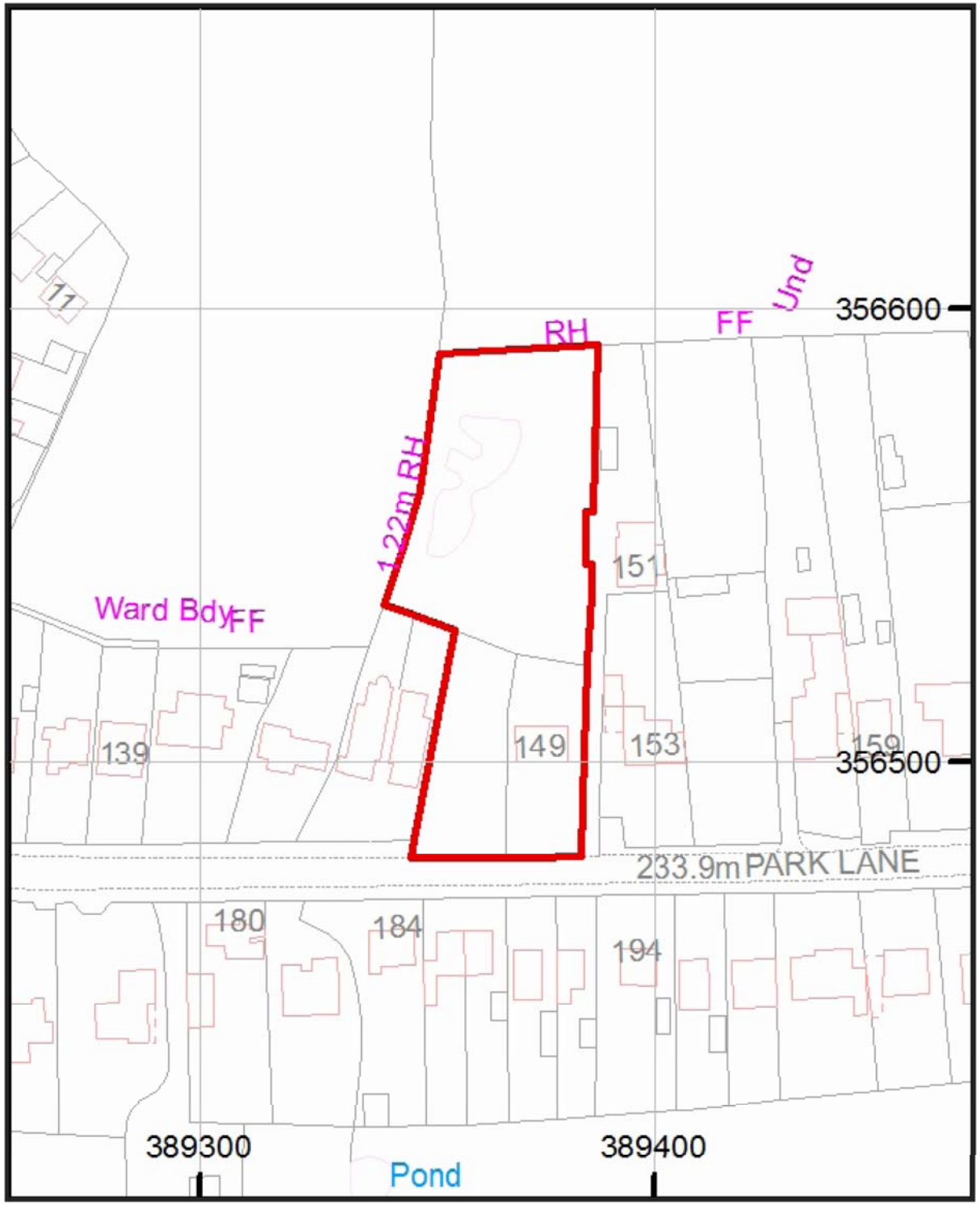
1 Coal Authority, 2017, Risk Based Approach to Development Management Resources for Developers, Version 4.

2 CIRIA, 2002, SP32 Construction over Abandoned Mine Workings.

3 BGS, 1968, Solid and Drift Geological Map SJ85NE, 1:10,560

APPENDIX 1

DRAWINGS



FWS Geological & Geo-Environmental Consultants
Merrington House
Merrington Lane Industrial Estate
Spennymoor
Co Durham
DL16 7UT

Tel: 01388 420633
admin@fwsconsultants.com
www.fwsconsultants.com

NOTES / KEY

SITE LOCATION

N

CLIENT

Innovo-UK Ltd

DRAWING TITLE

SITE LOCATION MAP

PROJECT TITLE

149 Park Lane, Knypersley

STATUS	PROJECT NUMBER
FINAL	3245
DRAWN BY	DATE
CM	July 2017
SCALE	DRG. No.
NOT TO SCALE	3223OR01

APPENDIX 2

COAL AUTHORITY REPORT

The Coal Authority

Resolving the impacts of mining

CON29M Residential Mining Report





149 PARK LANE
KNYPERSLEY
STOKE-ON-TRENT
ST8 7PN



Date of enquiry:	06 September 2016
Date enquiry received:	06 September 2016
Issue date:	06 September 2016
Our reference:	51001255048001
Your reference:	32839/Menzies/JACB/MF

CON29M Residential Mining Report

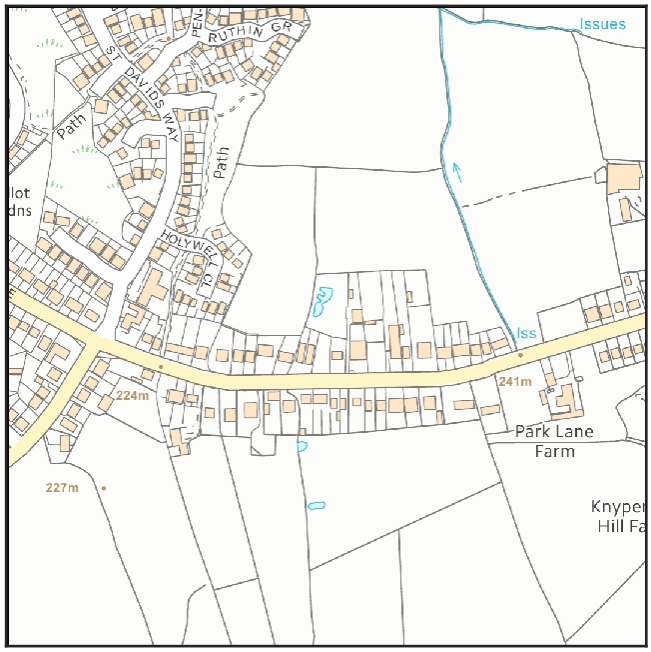
This report is based on, and limited to, the records held by the Coal Authority and the Cheshire Brine Subsidence Compensation Board's records, at the time we answer the search.

Client name

CHARLTONS SOLICITORS

Enquiry address

149 PARK LANE, KNYPERSLEY, STOKE-ON-TRENT, ST8 7PN



Approximate position of property

Mapping sourced from Ordnance Survey

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How to contact us

0345 762 6848 (UK)
+44 (0)1623 637 000 (International)

200 Lichfield Lane
Mansfield
Nottinghamshire
NG18 4RG

www.gov.uk/coalauthority

/company/the-coal-authority
/thecoalauthority
/coalauthority

Summary

Has the search report highlighted evidence or potential of		
1	Past underground coal mining	Yes
2	Present underground coal mining	No
3	Future underground coal mining	Yes
4	Mine entries	No
5	Coal mining geology	No
6	Past opencast coal mining	No
7	Present opencast coal mining	No
8	Future opencast coal mining	No
9	Coal mining subsidence	No
10	Mine gas	No
11	Hazards related to coal mining	No
12	Information from the Cheshire Brine Subsidence Compensation Board	No

For detailed findings, please go to page 4.

Detailed findings

1. Past underground coal mining

The property is not within a surface area that could be affected by past underground mining.

However the property is in an area where the Coal Authority believe there is coal at or close to the surface. This coal may have been worked at some time in the past. The potential presence of coal workings at or close to the surface should be considered prior to any site works or future development activity. Your attention is drawn to the Comments on the Coal Authority information section of the report.

2. Present underground coal mining

The property is not within a surface area that could be affected by present underground mining.

3. Future underground coal mining

The property is not in an area where the Coal Authority has plans to grant a licence to remove coal using underground methods.

The property is not in an area where a licence has been granted to remove or otherwise work coal using underground methods.

The property is not in an area likely to be affected from any planned future underground coal mining.

However, reserves of coal exist in the local area which could be worked at some time in the future.

No notices have been given, under section 46 of the Coal Mining Subsidence Act 1991, stating that the land is at risk of subsidence.

4. Mine entries

There are no known coal mine entries within, or within 20 metres of, the boundary of the property.

5. Coal mining geology

The Coal Authority is not aware of any damage due to geological faults or other lines of weakness that have been affected by coal mining.

6. Past opencast coal mining

The property is not within the boundary of an opencast site from which coal has been removed by opencast methods.

7. Present opencast coal mining

The property does not lie within 200 metres of the boundary of an opencast site from which coal is being removed by opencast methods.

8. Future opencast coal mining

There are no licence requests outstanding to remove coal by opencast methods within 800 metres of the boundary.

The property is not within 800 metres of the boundary of an opencast site for which a licence to remove coal by opencast methods has been granted.

9. Coal mining subsidence

The Coal Authority has not received a damage notice or claim for the subject property, or any property within 50 metres, since 31st October 1994.

There is no current Stop Notice delaying the start of remedial works or repairs to the property.

The Coal Authority is not aware of any request having been made to carry out preventive works before coal is worked under section 33 of the Coal Mining Subsidence Act 1991.

10. Mine gas

The Coal Authority has no record of a mine gas emission requiring action.

11. Hazards related to coal mining

The property has not been subject to remedial works, by or on behalf of the Authority, under its Emergency Surface Hazard Call Out procedures.

12. Information from the Cheshire Brine Subsidence Compensation Board

The property lies outside the Cheshire Brine Compensation District.

Comments on the Coal Authority information

The Coal Authority own the copyright in this report and the information used is protected by our database right.

In view of the mining circumstances a prudent developer would seek appropriate technical advice before any works are undertaken.

Therefore if development proposals are being considered, technical advice relating to both the investigation of coal and former coal mines and their treatment should be obtained before beginning work on site. All proposals should apply good engineering practice developed for mining areas. No development should be undertaken that intersects, disturbs or interferes with any coal or mines of coal without the permission of the Coal Authority. Developers should be aware that the investigation of coal seams/former mines of coal may have the potential to generate and/or displace underground gases and these risks both under and adjacent to the development should be fully considered in developing any proposals. The need for effective measures to prevent gases entering into public properties either during investigation or after development also needs to be assessed and properly addressed. This is necessary due to the public safety implications of any development in these circumstances.

Additional remarks

Information provided by the Coal Authority in this report is compiled in response to the Law Society's Con29M Coal Mining and Brine Subsidence Claim enquiries. The said enquiries are protected by copyright owned by the Law Society of 113 Chancery Lane, London WC2A 1PL. Please note that Brine Subsidence Claim enquiries are only relevant for England and Wales. This report is prepared in accordance with the Law Society's Guidance Notes 2006, the User Guide 2006 and the Coal Authority and Cheshire Brine Board's Terms and Conditions applicable at the time the report was produced.

If this Report is for a residential property, insurance is included to cover any loss in property value caused by any changes in the information contained in this report. Please see the attached certificate of insurance for the terms and conditions of this insurance. The insurance does not cover non-residential property or interpretive reports.

Disclaimer

The Coal Authority owns the copyright in this report. The information we have used to write this report is protected by our database rights. All rights are reserved and unauthorised use is prohibited. If we provide a report for you, this does not mean that copyright and any other rights will pass to you. However, you can use the report for your own purposes.

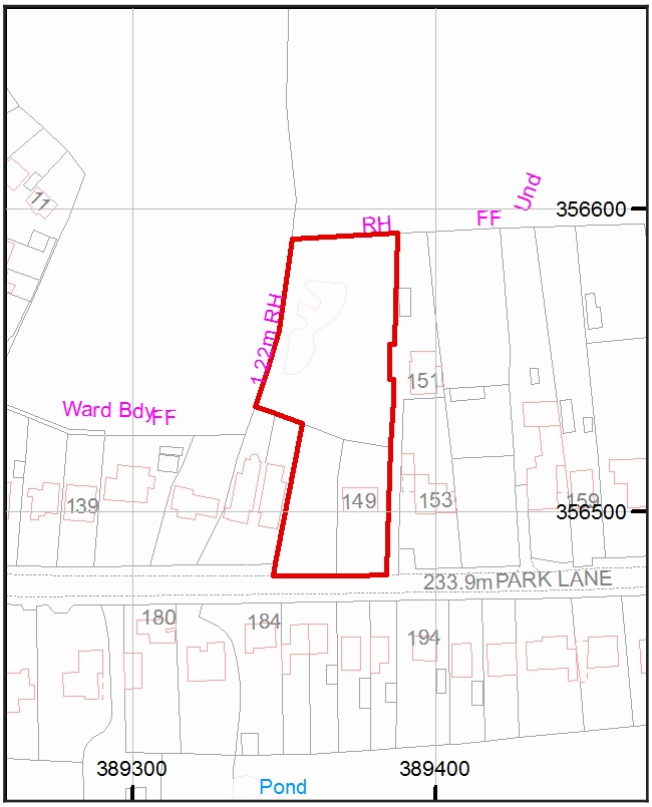
Alternative formats

If you would like this report in an alternative format, please contact our communications team.

Enquiry boundary

Key

Approximate position of enquiry boundary shown



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How to contact us

0345 762 6848 (UK)
+44 (0)1623 637 000 (International)

200 Lichfield Lane
Mansfield
Nottinghamshire
NG18 4RG

www.gov.uk/coalauthority

/company/the-coal-authority
/thecoalauthority
/coalauthority

Key facts document

Policy Summary - Coal & Brine Search Report Insurance

This is a summary of the policy and does not contain the full terms and conditions of the cover which can be found in the policy document. It is important that you read the policy document carefully when you receive it.

Name of the Insurer

The insurer is Aviva Insurance Limited. Registered in Scotland No. 2116. Registered Office: Pitheavlis Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The Coal Authority

The Coal Authority, a NDPB (non-departmental public body) sponsored by DECC (Department for Energy and Climate Change) 200 Lichfield Lane Mansfield Nottinghamshire NG18 4RG is responsible for producing the coal & brine search report, issuing the policy, collecting the premium and declaring the existence of the policy to Aviva Insurance Limited.

Type of Insurance and Cover

a. The policy is evidenced by the policy that is attached to the coal & brine search report provided by The Coal Authority in respect of a search in form CON29M (2006).
b. Where a coal & brine search report has been obtained in connection with a sale of the property, cover is provided for the benefit of a purchaser and their lender; in the case of a re-mortgage or where the existing owner chooses to obtain a coal & brine search report, cover is provided for the benefit of the owner and their lender.
c. The policy offers protection against loss sustained by the owner of the property if any new problems or adverse entries are revealed in a subsequent coal & brine search report which were not revealed by the original report to which the policy was attached.

Significant features or benefits under the policy and the term/duration of the policy

a. Cover is provided for loss that you suffer up to an amount of £50,000.00.

b. For the purposes of the policy loss includes:-

   (i) any reduction in the market value of the property directly attributable to changes in the information revealed in the coal & brine search report compiled against the property; and

   (ii) all other costs and expenses incurred which we have agreed, in writing, to cover.

c. A single premium has been paid in respect of the cover provided under the policy; the policy remains in effect until you sell the property, or if you are the lender, the debt secured by the mortgage has been repaid.

d. You cannot transfer the benefits of the policy to anyone else. However, if you die whilst you still have the benefit of the cover provided by the policy, the benefit will pass to your estate and beneficiaries.

Significant or unusual Exclusions or Conditions under the policy

a. Full details can be found in the Cover and Exclusions sections of the policy.

b. The policy does not cover your costs in relation to the loss of a transaction for the sale or purchase of the property.

c. The property must be an existing (i.e. it must have been lived in) single residential house, flat or maisonette in the United Kingdom.

d. The policy does not cover loss relating to structural or other physical damage caused to the property by subsidence, flooding or otherwise.

e. The policy does not cover you for any loss in relation to any matter revealed in the coal & brine search report to which the policy is attached nor in relation to any matter that you were otherwise aware of on or before the policy was issued.

Cancellation Rights

You have the statutory right to cancel your policy within 14 days either from the day of purchase of the policy or the day on which you receive your policy, whichever is the later. If you wish to cancel and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid.

How to claim

If you need to make a claim please write to Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS, quoting your policy number. Telephone 0800 158 2236. Please enclose your policy and the coal & brine search report attached to it together with the subsequent coal & brine search report giving rise to the claim.

Telephone Call Recording

For your and our joint protection telephone calls may be recorded and/or monitored.

If You Have a Complaint

We hope that you will be very happy with the service that we provide. However, if for any reason you are unhappy with it, we would like to hear from you. In the first instance, please contact The Legal Indemnity Manager. You can write to Aviva Legal Indemnities at, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS, or telephone 0800 158 2236, whichever suits you. We are covered by the Financial Ombudsman Service. If you have complained to us and we have been unable to resolve your complaint, you may refer it to this independent body. Following the complaints procedure does not affect your right to take legal action. The full complaints procedure is set out in the policy.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU.

Coal & Brine Search Report Insurance Policy

Property: **149 PARK LANE, KNYPERSLEY, STOKE-ON-TRENT, ST8 7PN**

Policy number: **24071936**

Report reference number: **51001255048001**

Dated: **06 September 2016**

We welcome you as a Policyholder of Aviva, a worldwide organisation offering you a local insurance service for your personal and business requirements.

This Policy is your evidence of insurance and may be required in the event of a claim.

Definitions

You/Your means the person insured by this Policy. You may be

i. The person who asked for the Coal & Brine Search Report in connection with your purchase of the Property (and your mortgagee)

ii. The person who purchased the Property (and your mortgagee) if the person selling the Property has asked for a Coal & Brine Search Report for the benefit of the purchaser as part of a seller's pack or if the Property has been purchased by way of auction

iii. The owner of the Property (and your mortgagee) if you are re-mortgaging the Property or the owner of the Property who has chosen to obtain a Coal & Brine Search Report.

We/Us/Our means the insurer, Aviva Insurance Limited. Registered in Scotland No. 2116. Registered Office: Pitheavlis Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

TCA means The Coal Authority a NDPB (non-departmental public body) sponsored by DECC (Department for Energy and Climate Change) 200 Lichfield Lane Mansfield Nottinghamshire NG18 4RG. TCA is responsible for producing the Coal & Brine Search Report, issuing this Policy, collecting the Premium and declaring the existence of this Policy to us.

Coal & Brine Search Report means the attached Coal & Brine Search Report that TCA has prepared for the Property following a Coal Mining & Brine Subsidence Search providing information compiled from

i. TCA's records in relation to past, present and future underground and opencast coal-mining activity, shafts and adits (vertical and horizontal entries to mines), coal-mining geology, coal-mining related hazards, coal-mining subsidence and mine gas and
ii. The records of the Cheshire Brine Subsidence Compensation Board in relation to Cheshire Brine.

Effective Date means the date of the Coal & Brine Search Report attached to this Policy.

Limit of Cover means an amount of £50,000.

Market Value means the value determined by a Surveyor appointed following agreement by you and us (or appointed by an arbitrator in the absence of such agreement).

Period of Insurance means the period from the Effective Date until

i. You sell the Property or
ii. The debt secured by the mortgage is repaid if you are a mortgagee.

Premium means the total amount of £0.95p paid in consideration of the cover provided by this Policy which includes Insurance Premium Tax at the appropriate rate.

Property means the property the address of which appears at the top of this Policy and in respect of which TCA has provided the attached Coal & Brine Search Report.

Surveyor means a person approved by us who has one or more of the following qualifications: FRICS or MRICS.

Cover

Subject to the terms and conditions of this policy and provided TCA has collected the Premium we will cover you up to the Limit of Cover for all claims made during the Period of Insurance in respect of

1. The loss in Market Value of the Property directly attributable to any changes in the information revealed in a subsequent coal & brine search report which was not revealed in the Coal & Brine Search Report attached to this Policy which was carried out on the Effective Date, such loss in Market Value to be calculated at the date of the subsequent coal & brine search report, and
2. All other costs and expenses which we have agreed in writing to cover.

Exclusions

1. We will not pay more than the Limit of Cover in total for any loss in Market Value of the Property and costs and expenses covered by this Policy. You cannot claim the benefit of more than one policy provided by us in this form in relation to the Property.

2. We will not be responsible for any loss you might suffer:
    i. if at the date of the claim you are not the legal or beneficial owner of the Property
    ii. if the Property is not a single private home in the United Kingdom which is used only for residential purposes
    iii. in relation to loss of a transaction for the sale or for the purchase of the Property nor for any costs incurred by you in relation to the loss of such transaction
    iv. in respect of structural or other physical damage caused to the Property by subsidence flooding or otherwise
    v. as a result of any change in information in response to questions 3(a) 3(b) 8(a) or 8(b) of a Coal Mining & Brine Subsidence Search (form CON29M (2006)).
3. We will not be responsible for any loss which happens as a result of
    i. an entry on any subsequent coal & brine search report after the Effective Date if this entry also appears on the attached Coal & Brine Search Report
    ii. any problem revealed by the first coal & brine search report after the Effective Date if you or your legal representative knew about the problem on or before the Effective Date
    iii. any change to the Coal Mining & Brine Subsidence Search (form CON29M (2006)) made after the Effective Date which affects our responsibility under this Policy if we would not have been responsible for the loss before such change
    iv. any change in the interpretation of data upon which the Coal & Brine Search Report was produced provided such data remains unchanged.
4. We will not be responsible for any loss for which TCA or the Cheshire Brine Subsidence Compensation Board may be required to pay by law.

Conditions

1. You cannot transfer the benefit of this Policy to anyone else. If you die during the Period of Insurance the benefit of the Policy will pass to your estate and beneficiaries.
2. If you receive information about any claim, loss or incident for which we may be responsible under this Policy you must contact us as soon as possible as set out below in the section; How to claim.
3. If there is any claim under this Policy which is also covered by any other insurance we will pay no more than our rateable proportion of the loss and any costs and expenses connected with it.
4. You agree to do and permit to be done all things that we consider necessary to minimise loss under the Policy. We will be responsible for any expense incurred in complying with this Condition.
5. You must not make any offer promise or payment or incur any costs or expenses unless we have agreed in writing to cover such costs and expenses.
6. If there is a claim under this Policy we have the right to instruct a Surveyor to assess the Market Value of the Property.

7. Where we have accepted a claim and there is disagreement over the amount to be paid the dispute can be referred to an agreed arbitrator (or in the absence of an agreement an arbitrator appointed by the President of the Chartered Institute of Arbitrators) in accordance with the law at the time.

Cancellation Rights (Statutory Cooling Off Period)

You have the right to cancel your policy within 14 days from the day of purchase of the policy or the day on which you receive your policy, whichever is the later. If you wish to cancel and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid.

Customers with Disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If you require any of these formats, in the first instance, please contact Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS, quoting your policy number. Telephone 0800 158 2236.

Data Protection Act - Information Uses

For the purposes of the Data Protection Act 1998, the Data Controllers in relation to any personal data you supply are Aviva Insurance Limited and The Coal Authority.

Insurance Administration

Your information may be used for the purposes of insurance administration by the insurer, its associated companies and agents by reinsurers and TCA. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurer's compliance with any regulatory rules/codes. Your information may also be used for research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it.

If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us and for us to be able to process their personal data (including any sensitive personal data) and also that you have told them who we are and what we will use their data for, as set out in this notice.

In the case of personal data, with limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you.

Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators).

Fraud Prevention and Detection

In order to prevent and detect fraud we may at any time:

- Share information about you with other organisations and public bodies including the Police;
- Undertake credit searches and additional fraud searches;
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.

We can supply on request further details of the databases we access or contribute to.

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

How to claim

If you need to make a claim please write to Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS, quoting your policy number. Telephone 0800 158 2236. Please enclose your policy and the Coal & Brine Search Report attached to it together with the subsequent coal & brine search report giving rise to the claim.

Please be aware of the Conditions of this Policy.

Telephone Call Recording

For your and our joint protection telephone calls may be recorded and/or monitored.

Choice of Law

The law of England and Wales will apply to this contract unless at the date of the contract you are a resident of Scotland or Northern Ireland in which case the law of that country will apply.

Our Promise of Service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally.

We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

What will happen if you complain?

- We will acknowledge your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting The Legal Indemnity Manager. You can write to Aviva Legal Indemnities at, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS, or telephone 0800 158 2236, whichever suits you, and ask your contact to review the problem.

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service at: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone: 0800 023 4567 (free from landlines) or 0300 123 9123. Or simply log on to their website at www.financial-ombudsman.org.uk.

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU.

APPENDIX 3

NOTES ON LIMITATIONS

NOTES ON LIMITATIONS

1 FWS Consultants Ltd (FWSC) has prepared this report solely for the use of the Client and/or his agent on the basis of exchange(s) of proposals and instructions, and FWSC accepts no responsibility or liability:-

a) for use of this report by any party other than the person for whom it was commissioned, or;

b) for the consequences of the report being used for any purpose other than that for which it was commissioned.

Should any third party wish to use or rely upon the contents of the report, written approval from FWSC must be sought. Furthermore, it is strongly recommended that independent advice is sought by that third party with respect to its specific proposals or requirements.

2 The conclusions and recommendations in this report represent our professional opinions, derived from currently accepted industry practices, exercising all reasonable skill and care to be expected of a professional environmental consultancy of similar size and experience. The assessments and judgments given in this report are directed by both the finite data on which they are based and the proposed works to which they are addressed, taking account of the resources devoted to it by agreement with the client and/or his agent (whether in writing, or subsequent verbal instructions).

3 Environmental desk studies/audits comprise a study of readily available information obtained from various identified sources, authorities and parties. The information reviewed is not exhaustive and has been accepted in good faith as providing representative and true data pertaining to site conditions. Cost benefit analyses and estimations of income potentially available from sustainable resource systems are undertaken using current utility prices that may be subject to change. Any identified risks in desk study/audit reports are perceived risks based on the information available at the time. Actual risks can only be assessed after carrying out a physical investigation of the site.

4 Data acquisition during site investigations is subject to the limitations of the methods of investigation used and access constraints. Exploratory holes undertaken during fieldwork, particularly boreholes, investigate a small volume of ground in relation to the size of the site and thus can only provide an indication of site conditions. There may be some conditions relating to the site and the proposed development, such as localized “hotspots” of contamination that have not been disclosed by the investigation. The nature and extent of variations between these explorations may not become evident until further investigation. If variation or other latent conditions then appear evident, it will be necessary to re-evaluate the recommendations of this report.

5 The findings and opinions are relevant to the dates of the site works and should not be relied upon to represent conditions at substantially later dates. Site conditions will change over time due to natural variations and human activities. Groundwater, surface water and soil gas conditions should be anticipated to change with diurnal, seasonal and meteorological variations. Variation in the types and concentrations of contaminants and variations in their flow paths may occur due to seasonal water table fluctuations, past disposal practices, the passage of time, or subsequent developments or activities on the site or adjacent area.

6 The opinions expressed in this report regarding any contamination are based on simple statistical analysis and comparison with available guidance values. No liability can be accepted for the retrospective effects of any changes or amendments to these values.