The Coal Authority

Resolving the impacts of mining

British Geological Survey

Ground Stability Residential Report



32 GODLEY LANE, DILHORNE, STAFFORDSHIRE, ST10 2PF

Date of enquiry:	08 August 2023
Date enquiry received:	08 August 2023
Issue date:	08 August 2023
Our reference:	51003371547001
Your reference:	22/044/Arch

Ground Stability Residential Report

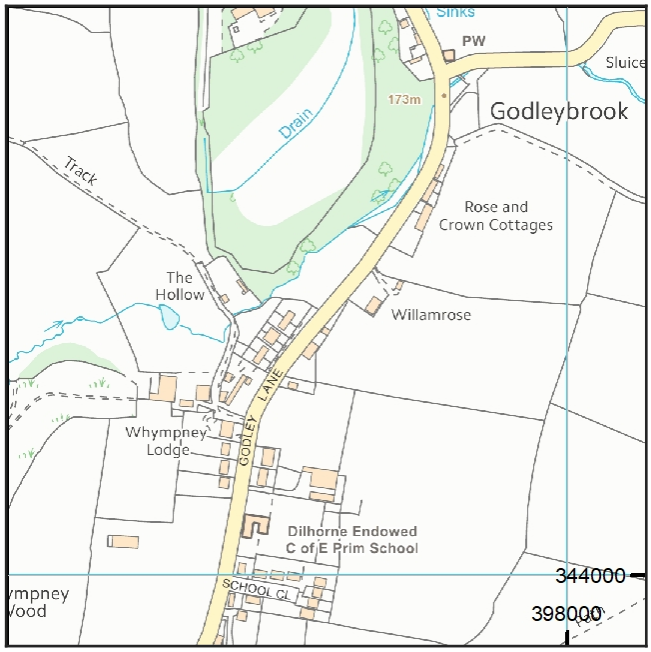
This report is based on and limited to the records held by the Coal Authority and the records and geological interpretation of the British Geological Survey (BGS) at the time the report was produced.

Client name

Karl Grace

Enquiry address

32 GODLEY LANE, DILHORNE, STAFFORDSHIRE, ST10 2PF



Approximate position of property

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Coal Authority 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	Yes
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

BGS Summary

Has the search report highlighted evidence or potential of		
1	Shrinkable clay	Yes
2	Running sand	No
3	Deposits which could compress	No
4	Deposits which could collapse	No
5	Natural landslide activity	Yes
6	Soluble rocks	No

Detailed findings from the Coal Authority

1. Past underground coal mining

The property is in a surface area that could be affected by underground mining in 1 seam of coal at 210m to 220m depth, and last worked in 1892.

Any movement in the ground due to coal mining activity associated with these workings should have stopped by now.

In addition the property is in an area where the Coal Authority believes 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, particularly prior to any site works or future development activity, as ground movement could still be a risk. 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 received an application for, and is currently considering whether to grant a licence to remove or work coal by 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 recorded coal mine entries known to the Coal Authority 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 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 of the enquiry boundary, since 31 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 Coal Authority, under its Emergency Surface Hazard Call Out procedures.

Comments on the Coal Authority information

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

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 specialist engineering practice required for former mining areas. No development should be undertaken that intersects, disturbs or interferes with any coal or coal mines without first obtaining the permission of the Coal Authority.

MINE GAS: Please note, if there are no recorded instances of mine gas within the enquiry boundary, this does not mean that mine gas is not present within the vicinity. The Coal Authority Mine Gas data is limited to only those sites where a Mine Gas incident has been recorded. Developers should be aware that the investigation of coal seams, mine workings or mine entries may have the potential to generate and/or displace underground gases. Associated risks both to the development site and any neighbouring land or properties should be fully considered when undertaking any ground works. The need for effective measures to prevent gases migrating onto any land or into any properties, either during investigation or remediation work, or after development must also be assessed and properly addressed. In these instances, the Coal Authority recommends that a more detailed Gas Risk Assessment is undertaken by a competent assessor.

Detailed findings from BGS

1. Shrinkable clay

The property is in an area underlain by clay. Clay can swell or shrink if the moisture content changes.

However, the clay deposits in this area are considered to be mainly of "low plasticity". This means it is unlikely that they will cause ground movement.

2. Running sand

The property is not in an area underlain by running sand.

3. Deposits which could compress

The property is not in an area underlain by deposits which could compress and cause ground movement.

4. Deposits which could collapse

The property is not in an area underlain by deposits which could collapse and cause ground movement.

5. Natural landslide activity

The property is in an area where the local geology and steepness of slope could increase the likelihood of landslide activity.

It is however unlikely to occur unless substantial changes are made to the ground or the surrounding vegetation, this includes excessively wet weather.

6. Soluble rocks

The property is not in an area underlain by soluble rocks.

Comments on the BGS information

These features should not necessarily give cause for concern.

Whether or not a property is affected by ground movement can depend on a number of factors such as its age, type of construction, and on its surroundings and such matters as drainage and nearby trees.

Since 1992 buildings should have been designed and constructed according to buildings regulations to ensure natural ground movement will not cause damage to a building.

However, you should consider the possible consequences before you:
- carry out any building or excavation work
- alter the ground surface or drainage of surface or ground water
- plant or remove large shrubs or trees

Ground movement can cause uneven damage or subsidence to a property.

Developers should always carry out an appropriate risk assessment before starting any work on, or around, a property.

If you own the property and it is damaged by ground movement: You should contact your insurance company and anyone else who has an interest in the property, for example, the mortgage lender.

If you are considering buying the property and BGS has identified that ground movement could occur you should tell your professional advisers.

Additional remarks

This report has been prepared in accordance with the Law Society's Guidance Notes 2018, the User Guide 2018 and the Coal Authority and the British Geological Survey's Terms and Conditions applicable at the time the report was produced. The information provided by the Coal Authority has been compiled in response to the Law Society's CON29M Coal Mining enquiries and is protected by copyright owned by the Law Society of 113 Chancery Lane, London WC2A 1PL.

Insurance is included as part of this residential report to cover loss in property value arising from any changes in the information contained in this report. Please refer to the attached Certificate of Insurance for the terms and conditions of this insurance. The insurance does not cover non-residential property or further recommended reports.

Disclaimer

The Coal Authority and British Geological Survey owns the copyright in this report and the information used 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 information in an alternative format, please contact our communications team on 0345 762 6848 or email communications@coal.gov.uk.

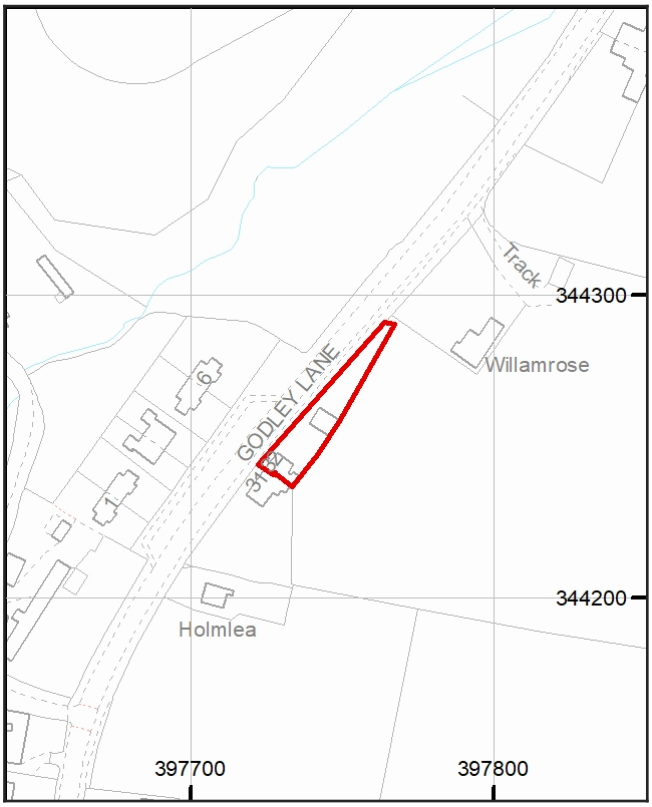
Terms and conditions

Our full terms and conditions can be found on our website – www.groundstability.com.

Enquiry boundary

Key

Approximate position of enquiry boundary shown



Map data

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How to contact us

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/company/the-coal-authority
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General information

This report has been prepared by the Coal Authority using the information held by the Authority, together with information supplied by the British Geological Survey (BGS).

1. The Coal Authority and the British Geological Survey (BGS) are referred to in the report as the suppliers.
2. This report is confidential and has been prepared specifically for the property and for use by the owner only. It should not be relied upon by any other property or by any other third party.
3. The report is based on and limited to:
   a. the specific features identified in the report
   b. each suppliers interpretation of the records it holds relating to the particular features for which the report states that the supplier is responsible at the time the report is prepared
4. The records used do not represent an exhaustive or comprehensive list of all the records that may exist or may be available for the property. No physical inspection of the property has or will be carried out in the preparation of this report.
5. Information from the Coal Authority is based on records in its possession relating to coal mining activity. There may be information held by others on historical coal mining, and information on other types of mining, which is not searched for as part of this report.
6. Information from BGS relates solely to the 6 natural ground stability hazards as described in this report. It does not cover any other geological hazards or man-made hazards (such as contaminated land). BGS may hold data on other geological hazards and features that may affect the property which are not searched for as part of this report. Consequently the report should not be taken as a guarantee that there are no other geological hazards or other issues affecting the property. For a more detailed interpretation please visit the BGS's website www.bgs.as.uk
7. Information from BGS is prepared using the BGS GeoSure database which is based on 1:10,000 scale geological mapping reduced to 1:50,000 scale.

8. The information from suppliers may be derived from records from a number of disparate sources which vary in age, quantity and quality. Such records may include material donated to the suppliers from third parties, which may not have been subject to any verifications or other quality control process.

9. Raw data used to prepare this report may have been transcribed from analogue to digital format, or may have been acquired by means of automated measuring techniques. Consequently, some data may have been processed without human intervention and may contain undetected errors.

10. The records available to the suppliers are constantly being updated. The suppliers cannot be held responsible for any changes in the information on which this report is based which occur after the date the report was produced.

11. If this report is for a residential property, insurance is included. This report includes a policy and key facts summary which outline the significant features, benefits and limitations of the cover provided. Full terms and conditions are shown in the policy document.

12. The report gives an indication of whether ground movement could occur at the property. This does not necessarily mean that the property is or will be affected by ground instability. Such an assessment can only be made by inspection of the property by a qualified professional, such as a surveyor or engineer. This report does not therefore –
    - include any information or warranty relating to the actual state, or the structural or other condition, of the property
    - determine the saleability or value, or the safety, of the property
    - indicate the suitability of the property for any particular purpose (including, without limitation, its suitability for development (within the meaning of section 55 of the Town and Country Planning Act 1990 as amended) or any building, excavation or landscaping work)
    - act as a substitute for any physical inspection, specialist interpretations and/or professional advice

Key facts document

General summary

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. If you are a solicitor you should also disclose this document to your client, their lender and/or the purchaser's solicitors for the benefit of their client.

Name of insurer

The insurer is Liberty Legal Indemnities, part of Liberty Mutual Insurance Europe SE. The underwriting agency is Legal and Insurance Services Limited, PO Box 234, Tunbridge Wells, Kent TN3 0LX.

Legal and Insurance Services Limited is regulated by the Financial Conduct Authority (FCA) and authorised to arrange general insurance contracts. Register number: 305910.

The Coal Authority

The Coal Authority, a NDPB (non-departmental public body) sponsored by BEIS (Department for Business, Energy and Industrial Strategy) 200 Lichfield Lane, Mansfield, Nottinghamshire, NG18 4RG, is responsible for producing the Ground Stability Report, issuing the policy, collecting the premium and declaring the existence of the policy to Liberty Legal Indemnities.

Type of insurance and cover

a. The policy is evidenced by the policy that is attached to the Ground Stability Report provided by the Coal Authority in respect of a search in form GSR (2006).
b. Where a Ground Stability 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 Ground Stability 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 Ground Stability 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 Ground Stability 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 for 25 years or 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 Ground Stability 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 can cancel your policy within 14 days of the commencement date. Please telephone or email Legal and Insurance Services Limited on 01892 863863 or at enquiries@goodtitle.co.uk quoting your policy number.

How to claim

If you need to make a claim, please write to Legal and Insurance Services Limited, PO Box 234, Tunbridge Wells, Kent TH3 0LX quoting your policy number. You can also telephone 01892 863863 or contact them via email at enquiries@goodtitle.co.uk. Please enclose your policy and the Ground Stability Report attached to it together with the subsequent report giving rise to the claim.

If you have a complaint

In the first instance, please contact the Underwriting Manager (Complaints) Legal and Insurance Services Limited, PO Box 234, Tunbridge Wells, Kent TN3 0LX.

Tel: 01892 863863

Fax: 01892 861025

Email: enquiries@goodtitle.co.uk

If you are unable to resolve your complaint with the above please contact:

Liberty Specialty Markets
20 Fenchurch Street
London
EC3M 3AW

Tel: 020 3758 0000

Complaints that cannot be resolved may be referred to the Financial Ombudsman Service (www.financial-ombudsman.org.uk). Further details will be provided at the appropriate stage of the complaints process.

Financial services compensation scheme

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

Further information about the scheme is available from:

The Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU. The FSCS website may be viewed at www.fscs.org.uk

On behalf of the insurer

Ground Stability Report Insurance Policy

Schedule

Policy number: **30261243**

The insurer: **Liberty Legal Indemnities – underwritten by Liberty Mutual Insurance Europe SE**

Binding Authority contract number: **RNMFP2303841**

Property: **32 GODLEY LANE, DILHORNE, STAFFORDSHIRE, ST10 2PF**

Report reference number: **51003371547001**

Limit of cover: **£50,000.00**

Dated: **08 August 2023**

This policy and schedule shall be read together and any word or expression to which a specific meaning has been attached in either shall bear such meaning wherever it may appear.

Where a Ground Stability 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 Ground Stability Report, cover is provided for the benefit of the owner and their lender.

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 Ground Stability Report which were not revealed by the original report to which the policy was attached.

The insured shall at all times comply with the requirements of the Conditions of this Policy.

Definitions

In this policy unless the context requires otherwise the following words or expressions shall have the following meanings:

Date of the report means the date of the Ground Stability Report attached to this policy.

Ground Stability Report means the attached Ground Stability Report that the Coal Authority has prepared for the property following a Ground Stability Report Search providing information compiled from:

i. the Coal Authority'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

ii. the records and geological interpretation of the British Geological Survey in relation to natural subsidence which for the purposes of this Policy only includes the effect of swelling and shrinking clay, running sand, soluble rocks, collapsible and compressive materials

The Coal Authority is a NDPB (non-departmental public body) sponsored by BEIS (Department for Business, Energy and Industrial Strategy) 200 Lichfield Lane, Mansfield, Nottinghamshire, NG18 4RG. The Coal Authority is responsible for producing the Ground Stability Report, issuing this policy, collecting the premium and declaring the existence of this policy to the insurer.

Insurer means Liberty Legal Indemnities – part of Liberty Mutual Insurance Europe SE.

Insured means the person insured by this policy. This may be:

i. the person who asked for the Ground Stability 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 Ground Stability 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 Ground Stability Report

Knowledge means actual knowledge or notice but not knowledge or notice which may be imputed to the insured by reason of the public records as defined in this policy or any other records which impute notice of matters affecting the property.

Market value means the average of the estimates given by 2 independent valuers (one to be appointed by and paid for by the insurer and the other by the insured) as to the price which could have been obtained for the property on the open market at the date on which the insured first becomes aware of the existence of the defect and under normal sale conditions at the time.

Property means the residential property at each address shown in the Schedule to this Policy and in respect of which the Coal Authority has provided the attached Ground Stability Report.

Public records means records established by the Crown or any local or statutory authority at the date of the mortgage pursuant to the Land Registration Acts 1925 and 2002 the Land Charges Act 1972 and the Local Land Charges Act 1975 including any replacement or amending legislation.

Period of insurance means the period from the date of the report until:

i. the property is sold or 25 years whichever happens sooner

ii. the debt secured by the mortgage is repaid if the insured is a mortgagee

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

Cover

Subject to the terms and conditions of this policy and provided the Coal Authority has collected the premium cover will be provided up to the limit of cover for all claims made during the period of insurance in respect of:

i. the loss in market value of the property directly attributable to any changes in the information revealed in a subsequent Ground Stability Report which was not revealed in the Ground Stability Report attached to this policy which was carried out on the date of the report, such loss in market value to be calculated at the date of the subsequent Ground Stability Report, and

ii. any costs and expenses incurred with the consent of the insurer

Exclusions

This policy does not cover any loss:

1. if at the date of the claim you are not the legal or beneficial owner of the property
2. if the property is not a single private home in the United Kingdom which is used only for residential purposes
3. 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
4. in respect of structural or other physical damage caused to the property by subsidence, flooding or otherwise
5. as a result of any change in information in response to questions 3(a), 3(b), 8(a) or 8(b) of a Ground Stability Report search (Form GSR (2006))
6. for any entry on any subsequent Ground Stability Report after the date of the report if this entry also appears on the attached Ground Stability Report
7. for any problem revealed by the first Ground Stability Report after the date of the report if the insured or their legal representative knew about the problem on or before the date of the report
8. for any change in the interpretation of data upon which the Ground Stability Report was produced provided such data remains unchanged

The insurer will not be responsible for any loss for which the Coal Authority or the British Geological Survey may be required to pay by law.

Conditions

1. On becoming aware of any potential or actual claim against this policy the insured must:
   a) provide written notice and details to the insurer without unnecessary delay
   b) provide all information and assistance that the insurer (and/or their agents solicitors or surveyors) require at the insured's own expense
2. Any act or omission by the insured or anyone acting on the insured's behalf which in whole or in part induces a claim under this policy (save as may already have occurred and be recorded in this policy or schedule and save in relation to carrying out the insured use) shall void this policy.
3. If at the time of a claim under this policy there is other insurance (whether incepted by the insured or any other party) under which the insured may be entitled to make a claim either wholly or partly in respect of the same interest or risk covered by this policy the insurer will not be liable to pay or contribute more than their rateable proportion of the claim.
4. The law of England and Wales will apply to this contract unless at the date of the report you are a resident of Scotland or Northern Ireland in which case the law of that country will apply.

Cancellation rights

You can cancel a policy by contacting us within 14 days of the policy commencement date provided all parties that have an interest in the policy (for example mortgage lender) also consent to the cancellation. Please telephone or email us in the first instance on 01892 863863 or at enquiries@goodtitle.co.uk referencing the policy number.

Non-invalidation clause

The interest of any insured under this policy will not be invalidated or affected by any other party breaching the policy terms and conditions, or providing false or misleading information to the insurer, unless:

a) such party acted on the insured's behalf or with the insured's knowledge and consent

b) where the insured is a successor in title or mortgagee, chargee or lessee, they had knowledge of a breach of the policy terms or conditions, or that false or misleading information has been provided to the insurer prior to the date of commencement

General

1. Unless otherwise indicated, no term of this insurance contract is intended to limit or affect the statutory rights or obligations of any of the parties to this contract under, and/or the effect of, parts 2, 3, 4 or 5 of the Insurance Act 2015 (the "2015 Act").
2. Any term of this insurance contract which would, but for this clause, put the insured in a worse position as respects any of the matters provided for in parts 2, 3, 4 or 5 of the 2015 Act than it would be by virtue of the provisions of those parts is, to that extent, of no effect, unless the insurer has complied with the transparency requirements in section 17 of the 2015 Act.
3. The insured should ask the insurer or its broker or solicitor for clarification of any matters which are not clear to it regarding the scope of disclosure required or the provisions of this insurance contract.

The duty of fair presentation

1. Before this insurance contract is entered into, the insured (including anyone acting on behalf of the insured in arranging this insurance contract) must make a fair presentation of the risk to the insurer, in accordance with section 3 of the 2015 Act. In summary, they must:
   a) disclose to the insurer every material circumstance which the insured knows or ought to know. Failing that, they must give the insurer sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including premium)
   b) make the disclosure in clause 1 a) above in a reasonably clear and accessible way
   c) ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith
2. For the purposes of clause 1 a) above, the insured is expected to know the following:
   a) if the insured is an individual, what is known to the individual and anybody who is responsible for arranging his or her insurance
   b) if the insured is not an individual, what is known to anybody who is part of the insured's management; or anybody who is responsible for arranging the insured's insurance
   c) whether the insured is an individual or not, what should have reasonably been revealed by a reasonable search of information available to the insured. The information may be held within the insured's organisation, or by any third party (including but not limited to the broker, solicitor, subsidiaries, affiliates or any other person who will be covered under the insurance). If the insured is insuring subsidiaries, affiliates or other parties, the insurer expects that the insured will have included them in its enquiries, and that the insured will inform the insurer if it has not done so. The reasonable search may be conducted by making enquiries or by any other means

Breach of warranty: suspensory

If the insured breaches a warranty in this insurance contract, the insurer's liability under the contract shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The insurer will have no liability to the insured for any loss which occurs, or which is attributable to something happening, during the period when the insurer's liability is suspended.

Terms not relevant to the actual loss

Where: (i) there has been a failure to comply with a term (express or implied) of this insurance contract, other than a term that defines the risk as a whole; and (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the insurer cannot rely on the breach of such term to exclude, limit or discharge its liability if the insured shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Fraudulent claims clause

1. If the insured makes a fraudulent claim under this insurance contract, the insurer:
   a) is not liable to pay the claim
   b) may recover from the insured any sums paid by the insurer to the insured or to any third party in respect of the claim
   c) may by notice to the insured treat the contract as having been terminated with effect from the time of the fraudulent act
2. If the insurer exercises its right under Clause 1 c) above:
   a) the insurer shall not be liable to the insured in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the insurer's liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim)
   b) the insurer need not return any of the premiums paid

Fraudulent claims - group insurance

If this insurance contract provides cover for any person or entity who is not a party to the contract (a covered person), and a fraudulent claim is made under the contract by or on behalf of a covered person, the insurer may exercise the rights set out in the preceding clause above as if there were an individual insurance contract between the insurer and the covered person. However the exercise of any of those rights shall not affect the cover provided under the contract for any other person or entity.

Remedies for breach of the duty of fair presentation

1. If, prior to entering into this insurance contract, the duty of fair presentation shall have been breached, the remedies available to the insurer are set out below:
   a) if the breach of the duty of fair presentation is deliberate or reckless:
      i) the insurer may avoid the contract, and refuse to pay all claims
      ii) the insurer need not return any of the premiums paid
   b) if the breach of the duty of fair presentation is not deliberate or reckless, the insurer's remedy shall depend upon what the insurer would have done if the duty of fair presentation had been complied with:
      i) if the insurer would not have entered into the contract at all, the insurer may avoid the contract and refuse all claims, but must return the premiums paid
      ii) if the insurer would have entered into the contract, but on different terms (other than terms relating to the premium), the contract is to be treated as if it had been entered into on those different terms from the outset, if the insurer so requires
      iii) in addition, if the insurer would have entered into the contract, but would have charged a higher premium, the insurer may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, the insurer shall pay only X% of what it would otherwise have been required to pay, where X = (premium actually charged/higher premium) X 100
2. If, prior to entering into a variation to this insurance contract, the duty of fair presentation shall have been breached, the remedies available to the insurer are set out below:
   a) if the breach of the duty of fair presentation is deliberate or reckless:
      i) the insurer may by notice to the insured treat the contract as having been terminated from the time when the variation was concluded
      ii) the insurer need not return any of the premiums paid

b) if the breach of the duty of fair presentation is not deliberate or reckless, the insurer's remedy shall depend upon what the insurer would have done if the duty of fair presentation had been complied with:

   i) if the insurer would not have agreed to the variation at all, the insurer may treat the contract as if the variation was never made, but must in that event return any extra premium paid

   ii) if the insurer would have agreed to the variation of the contract, but on different terms (other than terms relating to the premium), the variation is to be treated as if it had been entered into on those different terms, if the insurer so requires

   iii) if the insurer would have increased the premium by more than it did or at all, then the insurer may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the insurer shall pay only X% of what it would otherwise have been required to pay, where X = (premium actually charged/higher premium) X 100

   iv) if the insurer would not have reduced the premium by more than it did or at all, then the insurer may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the insurer shall pay only X% of what it would otherwise have been required to pay, where X = (premium actually charged/reduced total premium) X 100

Notice to the insured

Any enquiry or complaint should be addressed in the first instance to:

Legal and Insurance Services Limited
PO Box 234
Tunbridge Wells
Kent
TN3 0LX

Tel: 01892 863863

Fax: 01892 861025

Email: enquiries@goodtitle.co.uk

If you are unable to resolve your enquiry or complaint with the above please contact:

Liberty Specialty Markets
20 Fenchurch Street
London
EC3M 3AW

Tel: 020 3758 0000

Complaints that cannot be resolved may be referred to the Financial Ombudsman Service (www.financial-ombudsman.org.uk). Further details will be provided at the appropriate stage of the complaints process.

Notifying a claim

If anything should happen which might give rise to a claim under the policy please forward full details to Legal and Insurance Services Limited at the above address. Please include mention of the Policy Number shown at the top of the Schedule to the policy.

If you do not receive a reply or acknowledgement within 10 working days please forward the details to Liberty Specialty Markets at the above address.