







Personal Regulated Drainage Search



Connection Summary

	Mains Water Entries under question 2(b)	CONNECTED
	Foul Water Entries under question 1(b)	CONNECTED
	Surface Water Entries under question 1(c)	CONNECTED

Asset Location Summary

	Drainage Assets within Boundary Entries under question 1(e)	NO
	Water Assets within Boundary Entries under question 2(c)	SEE ANSWER
	Public Sewer within 100ft Entries under question 1(f)	YES

Search Details

Property Address
26 LABURNUM ROAD
PRENTON
Wirral
CH43 5RP

Catchment Area
United Utilities Water plc
PO Box 453
Warrington
WA55 1SE

Report Reference
11593378

Customer Reference
ATD-6602788-3DNB

Search Date
23 July 2020

Requested By
Estate Technical Solution Limited
t%2Fa ETSOS

Search Conducted by

Ben Smith

Customer Service

If you have any additional enquiries or require further information to assist with this transaction, please contact our Helpdesk on

0870 787 7625

or by emailing
helpdesk@searchflow.co.uk

Website: www.searchflow.co.uk



Twitter: @searchflow



LinkedIn: @SearchFlow





Understanding This Report

Data Sources

The information in this report has been obtained by diligent comparison of location plans supplied by Ordnance Survey and an inspection of the Water Company's own publicly available water and sewer asset plans.

To clarify the source of information for each section of this report, we use the following icons:



Personal Regulated Drainage Search

Sections with this logo contain data inspected from Water Company sources by a Personal Search Agent.



SearchFlow

Sections with this logo are powered by SearchFlow systems.

Smart Colour Coding

To assist you with quickly reading and interpreting this report, we use the following colour coding:



No Entries

This section has been searched but no information was returned

NO



Attention

One or more entries in this section reveal potential risk and require attention

YES



Risk Not Screened / Requires Attention

Entries revealed in this section have not been risk scored and may require attention

YES



Low Risk

Information has been returned in this section and is perceived to be low risk

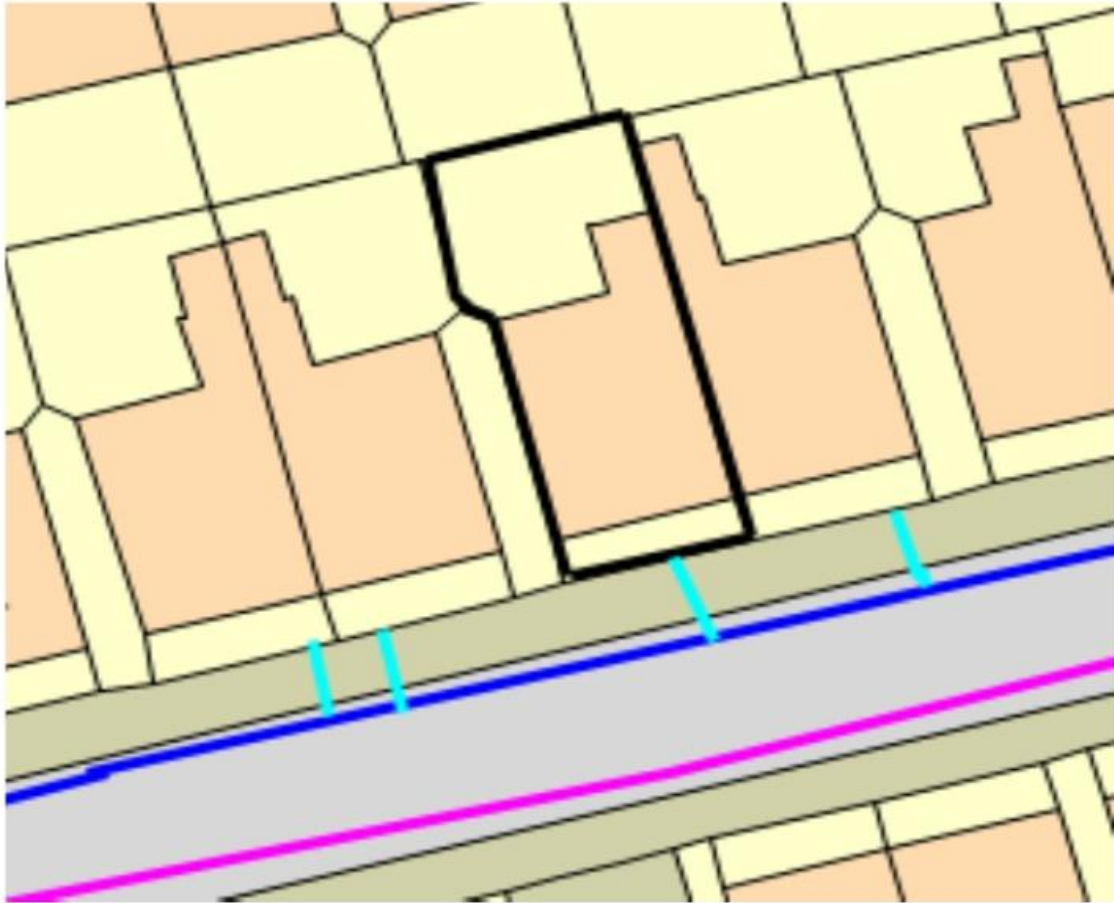
YES








Drainage and Water Asset Plan

This search has been compiled based on the search area outlined below.



Legend

-  Combined Sewer
-  Comm. Pipe
-  Mains Water





Drainage Enquiries and Replies

This section contains information relating to the drainage of foul water and sewerage from the property and the run off of surface water to the public sewer network. We answer these questions based on information we obtain by visually inspecting the drainage assets of the relevant supplier for this coverage area.

1

Sewerage Undertaker The supplier for this area is:-

United Utilities Water plc
PO Box 453
Warrington
WA55 1SE

T: 0845 746 2200

W: www.unitedutilities.com

1
(a)

Is a plan showing the nearest public sewers provided?

YES

A plan showing the nearest sewers is included in this report.

1
(b)

Does foul drainage from the property drain to a public sewer?

YES

Connected



Connection status is inferred by visually inspecting the location of assets in the vicinity of the property. We recommend confirming this with the vendor.

1
(c)

Does surface water from the property drain to a public sewer?

YES

Connected



Connection status is inferred by visually inspecting the location of assets in the vicinity of the property. We recommend confirming this with the vendor.

1
(d)

Is any sewer serving or which is proposed to serve the property subject of a current statutory adoption agreement or an application for such an agreement?

SEE ANSWER

The property is part of an established development and is not subject to an adoption agreement. Please note the majority of private sewers and lateral drains subject to adoption agreements were transferred into public ownership from 1st October 2011 and there may therefore be additional public sewers other than those shown on the plan.



1. If the property is a new or recent development, the developer may be able to provide additional information.
2. Private sewers and lateral drains subject to adoption agreements were in the main transferred to public ownership on 1st October 2011. As a result, additional public sewers other than those indicated on the public asset plan may now exist but not yet be shown if the water company has not yet updated their records.



1
(e)

Does the public sewer map show any public sewer within the boundary of the property?

NO

The map indicates there are no public sewers, disposal mains or lateral drains within the boundaries of the property.

i.

1. Statutory undertakers have a legal right to access properties to carry out work on assets located within the boundary of private properties. The employees or contractors of an undertaker may require access, subject to notice.
2. Historically, public sewers, disposal mains or lateral drains were not always recorded on public asset maps. It is possible for unidentified sewers, disposal mains or lateral drains to exist within the boundaries of the property. A site inspection is highly recommended prior to any development work commencing.
3. Private sewers and lateral drains subject to adoption agreements were in the main transferred to public ownership on 1st October 2011. As a result, additional public sewers other than those indicated on the public asset plan may now exist but not yet be shown if the water company has not yet updated their records. Public assets running within the boundary of the property may restrict development. If there are plans to develop the property, the sewerage undertaker should be contacted and further enquiries made.

1
(f)

Does the public sewer map show any public sewer within 100 feet (approximately 30 metres) of the property?

YES

The public sewer map included indicates that there is a public sewer within 30.48 metres (100 feet) of a building within the property.

i.

There may be additional lateral drains and/or public sewers in the vicinity which are not recorded on the public sewer map if they were transferred to public ownership on 1st October 2011.

1
(g)

Is there a current statutory agreement or consent to erect a building or extension on the property over or in the vicinity of a public sewer or disposal main?

NO

There is no statutory access to records in relation to any approval or consultation about plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain. Where an asset is shown within the boundary, you may wish to make additional enquiries of the relevant authority.

i.

1. If an asset is shown within the boundary of the property, you may wish to make further enquiries with the relevant company.
2. If a building, extension or conservatory is erected over a sewer without appropriate permission, it may have to be removed or altered.
3. Private sewers and lateral drains subject to adoption agreements were in the main transferred to public ownership on 1st October 2011. As a result, additional public sewers other than those indicated on the public asset plan may now exist but not yet be shown if the water company has not yet updated their records.





Water Enquiries and Replies

This section contains information relating to the supply of clean water to the property, which may be provided by a different company to the drainage services. We answer these questions based on information we obtain by visually inspecting the water assets of the relevant supplier for this coverage area.

2

Water Undertaker

The supplier for this area is:-

United Utilities Water plc

T: 0845 746 2200

PO Box 453
Warrington
WA55 1SE

W: www.unitedutilities.com

2

(a)

Is a plan showing the nearest water assets provided?

YES

A plan showing any relevant water assets in the vicinity is included in this report.

2

(b)

Is the property connected to the mains water supply?

YES

Connected

2

(c)

Does the map of waterworks show any vested water mains or assets within the boundary of the property?

SEE ANSWER

Any vested water assets we are aware of will be shown on the enclosed plan.



1. If an asset is shown within the boundary of the property, you may wish to make further enquiries with the relevant company.
2. If a building, extension or conservatory is erected over a water asset without appropriate permission, it may have to be removed or altered.

Billing Information

A drainage and water search would usually establish if a property is being billed for the provision of services, and if so, whether or not the property has a water meter installed. The Water Companies of England & Wales do not make this information available for public inspection, and as such it cannot usually be answered in the scope of a personal search report. The informative below suggests how the status of billing at the property can be confirmed prior to completion.

3

Charging Basis

What is the basis for charging for water supply and sewerage at this property?

SEE NOTE



Please refer to vendor or pre-contract documents such as a recent water bill to confirm the billing status of the property.





Setting a New Standard in Personal Searching

This search was produced by SearchFlow Limited, which is registered with the Property Codes Compliance Board.

In a marketplace driven by a need for speed and cost efficiency, Personal Regulated Drainage Searches have long provided a fast and effective alternative to the traditional CON29DW report.

In 2004, Richards Gray became one of the first personal search companies to provide a 'Private' drainage and water search. The appetite for the product was quickly proven, growing from a zero start to £2M revenue in its first year. Personal searches continue to grow year on year, and as a regulated product have been firmly established in credibility, with lender acceptance at an all-time high.



Richards Gray became part of SearchFlow in 2008, and has since been manned by our PSA network, which has over thirty years' experience in delivering quality personal search solutions.

In 2016, we adopted the SearchFlow brand as part of the redevelopment of our drainage and water product. SearchFlow have set a new standard in data-driven reporting, adding intelligent risk highlighting and ease of use features that aid compliance while making the report more user friendly.

How This Search Was Compiled

This report highlights sections powered by datasets held within our group of companies. Those elements that were personal searched at the water company are indicated with the PSA icon, and the records were inspected and quality assured by **Ben Smith**.

Customer Care

If you have any queries arising from the content of this report, please contact our dedicated Helpdesk using the contact details on the Useful Contacts page.



Please see below the contact details for those authorities, agencies, organisations or data providers referred to within this report.

For all other queries please contact:

SearchFlow Ltd
42 Kings Hill Avenue
Kings Hill
West Malling
Kent
ME19 4AJ

If you require assistance please contact our dedicated Helpdesk team on:

0870 787 7625

or by emailing

helpdesk@searchflow.co.uk

Contact	Name	Address	Contact Details
1	United Utilities Water plc	PO Box 453 Warrington WA55 1SE	T: 0845 746 2200 E: W: www.unitedutilities.com
2	United Utilities Water plc	PO Box 453 Warrington WA55 1SE	T: 0845 746 2200 E: W: www.unitedutilities.com

Complaints Procedure

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 email, 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 or on your behalf.

Complaints should be sent to:

SearchFlow Ltd, 42 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4AJ.
Tel: 0870 870 8889
Email: helpdesk@searchflow.co.uk

If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman Scheme (TPOs) as detailed on the next page. We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.

Important Consumer Protection Information

This search has been produced by PSA which is a trading name of:

SearchFlow Ltd
42 Kings Hill Avenue
Kings Hill
West Malling
Kent
ME19 4AJ

Tel: 0870 870 8889
Email: info@searchflow.co.uk

SearchFlow is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

The Search 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 compensation of up to £5,000 to you if he finds that you have suffered actual loss 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
Email: 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

Form No. SRIP DW v1.3

SEARCH REPORT INSURANCE POLICY

Policy Issuer: Searchflow Limited
Policy Number: SRIP(E&W)-60-093-000000

1. Definitions

In this policy unless the context otherwise requires:

1.1 "Actual Loss" means:

1.1.1 the difference between

1.1.1.1 the lesser of the price the Insured actually paid for the Land and the Market Value of the Land at the Policy Date without an Adverse Entry; and

1.1.1.2 the Market Value of the Land at the Policy Date as reduced by the effect of an Adverse Entry.

1.1.2 in respect of a Lender: the difference between the amount of loan outstanding at the time the Lender becomes aware of an Adverse Entry and the amount recovered by the Lender on sale of the Land.

provided that First Title's liability under this policy will, under no circumstances, exceed £2,000,000.

1.2 "Adverse Entry" means any matter which could have been disclosed as more particularly described in this definition in form CON29DW which is in existence on or before the Policy Date but which matter was not disclosed by the Appropriate Body to the Policy Issuer carrying out the Search Report due to:

1.2.1 in relation to the Appropriate Body:

1.2.1.1 the failure to provide answers to the following questions raised in the Search Report because of its failure to make the relevant registers available to the Policy Issuer:

1.2.1.1.1 Question 10 – Where relevant, please include a copy of an extract from the map of waterworks.

1.2.1.1.2 Question 11 – Is any water main or service pipe serving, or which is proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?

1.2.1.1.3 Question 14 – Are there any water mains, resource mains or discharge pipes within the boundaries of the property?

1.2.1.2 in relation to any of the Search Report questions, a failure to supply relevant information because of its negligence or an error on its part; or

1.2.2 an incorrect reply being given to the Policy Issuer by the Appropriate Body either because of its negligence or an error on its part; or

1.2.3 an entry is not disclosed in the Search Report to the Insured or anyone acting on behalf of the Insured due to an error or omission on the part of the Policy Issuer; or

1.2.4 an entry is not disclosed in the Search Report relating to the following questions because of the Policy Issuer's failure to search a relevant register:

- 1.2.4.1.1 Question 16 – Will the basis for charging for sewerage and water services at the property change as a consequence of a change of occupation?
 - 1.2.4.1.2 Question 21 – Is the dwelling-house which is or forms part of the property at risk of internal flooding due to overloaded public sewers?
 - 1.2.4.1.3 Question 22 – Is the property at risk of receiving low water pressure or flow?
 - 1.2.4.1.4 Question 23 – Please include details of a water quality analysis made by the Water Undertaker for the water supply zone in respect of the most recent calendar year.
 - 1.2.4.1.5 Question 24 – Please include details of any departures, authorised by the Secretary of State under Part 6 of the 2000 Regulations, from the provisions of Part 3 of those Regulations; or authorised by the Welsh Ministers under Part 6 of the 2001 Regulations, from the provisions of Part 3 of those Regulations.
 - 1.2.4.1.6 Question 25 – Please state the distance from the property to the nearest boundary of the nearest sewage treatment works.
- 1.3 “**Appropriate Body**” means a water authority or other public body providing information in response to an application made under Form CON29DW (Law Society Copyright, as amended).
- 1.4 “**Authorised Expenses**” means any costs, legal fees and expenses that First Title is obliged to pay under this policy and has approved in writing.
- 1.5 “**Bordereau**” means the form supplied by First Title to the Policy Issuer recording insurance given in respect of individual residential properties insured under the terms of this policy.
- 1.6 “**Conveyancer**” means a solicitor or licensed conveyancer acting for an Insured in relation to the purchase or sale of the Land or to a loan made to the Buyer for the purpose of purchasing the Land.
- 1.7 “**First Title**” means First Title Insurance plc.
- 1.8 “**Insured**” means:
- i. a “**Buyer**”, meaning a person or persons who has/have bought an interest in the Land relying upon a Search Report prepared in relation to the Land; and/or
 - ii. a “**Lender**”, meaning a person or body making a loan that is to be secured over the Land to a Buyer or the current owner of the Land.
- 1.9 “**Know, Known, Knowledge or Knowing**” means having actual knowledge and not constructive knowledge or notice which may be imparted by matters appearing in public records established by local government or other relevant public bodies.
- 1.10 “**Land**” means the interest in an existing individual residential property as developed at the Policy Date and specified in the Bordereau, that has been used in its current form for a minimum of 12 months.
- 1.11 “**Lender**” means a person or body making a loan to the Insured secured over the Land.
- 1.12 “**Market Value**” means the average of valuations carried out by independent and suitably qualified valuers appointed respectively by the Insured making a claim and by First Title.
- 1.13 “**Policy Date**” means the date on which the Search Report was prepared.
- 1.14 “**Policy Issuer**” means Searchflow Limited.
- 1.15 “**Search Report**” means a report providing the information contained in Form CON29DW

obtained from the Policy Issuer and not directly from an Appropriate Body.

2. Coverage Statement

Subject to the terms and conditions of this policy and as the circumstances may require First Title will do either or all of the following:

- 2.1 indemnify each Insured against Actual Loss incurred by that Insured by reason of an Adverse Entry which existed at the Policy Date in the records of the Appropriate Body, but was not fully disclosed to that Insured in the Search Report; and/or
- 2.2 at First Title's option, defend the Insured(s) for the risks insured by this policy. First Title will also pay any Authorised Expenses that it incurs in that defence. First Title can end this duty to defend by exercising any of the options listed in paragraph 9 of this policy.
- 2.3 First Title will also indemnify each Insured where a Conveyancer notifies First Title that that Insured has brought a claim against the Conveyancer in respect of a matter covered by paragraph 2.1 of this policy on the basis that such loss arose solely because the Conveyancer relied on the Search Report, provided that:
 - 2.3.1 the Conveyancer does not agree any payment to an Insured or a third party without the prior written approval of First Title and
 - 2.3.2 the Conveyancer complies with the Insured's obligations under this policy.

3. Exclusions

First Title will not indemnify an Insured against Actual Loss, will not have a duty to defend and will not be obliged to pay Authorised Expenses resulting from any of the following matters:

- 3.1 in respect of any matter of which the Insured or his legal representative had Knowledge as at the Policy Date; or
- 3.2 in respect of any Adverse Entry which is actually revealed by the Search Report relating to questions referred to therein; or
- 3.3 any Adverse Entry which arises after the Policy Date; or
- 3.4 any matter which would not have been revealed by a Search Report or in any answers to the questions raised in a CON29DW.
- 3.5 any matter that cannot be revealed by the Appropriate Body in relation to the Search Report.
- 3.6 Where the cover is in respect of a remortgage the cover provided by this policy will apply to the lender only.

4. Continuation of indemnity

The coverage of any insurance given under this policy does not continue to protect any purchaser from a Buyer or Lender.

5. Notification of a claim

- 5.1 An Insured must advise First Title in writing as soon as possible after that Insured becomes aware of any claim or circumstance which might entitle that Insured to make a claim under this policy. The Insured must inform First Title Insurance plc in any one of the following formats also quoting the reference being the policy number and **SRIP 60-093**.
 - 5.1.1 by post to Legal and Claims, First Title Insurance plc, ECA Court, 24-26 South Park,

Sevenoaks, Kent, TN13 1DU;

5.1.2 by e-mail to claims@firsttitle.co.uk

5.2 First Title's obligation to an Insured under this policy may be reduced in part or in whole if that Insured refuses to co-operate with First Title and any action or omission of that Insured in these respects adversely affects First Title's ability to dispute or defend any challenge or claim or to commence any action against other persons.

6. Defence and prosecution of actions and an Insured's duty to co-operate

6.1 First Title may at its own expense and without unreasonable delay defend the Insured in litigation concerning any adverse matter referred to in paragraph 2.1.

6.2 First Title will be entitled to select the lawyer to act and First Title will not be liable for and will not pay the fees of any other lawyer.

6.3 First Title may pursue any litigation (including appeals) to final determination by a court and reserves the right in its sole discretion to appeal any judgment or order.

6.4 First Title will consult with the Insured on all matters arising under a claim.

7. Proof of loss and deadline for advising of loss

7.1 An Insured must give First Title a written statement detailing the amount of that Insured's loss and the method that that Insured used to compute that amount.

7.2 The statement must be given to First Title not later than 90 days after that Insured knows of the facts which will let the Insured establish the amount of the Insured's loss.

8. Settling claims and termination of liability

If an Insured makes a claim under this policy for which First Title is liable or in any other way First Title learns of a matter or circumstance for which First Title is or may be liable First Title can do one or more of the following:

8.1 pay that Insured the amount of indemnity cover in accordance with the definition of Actual Loss in paragraph 1.1 together with any Authorised Expenses; or

8.2 purchase the debt secured by a mortgage for the amount owed under it together with any interest and Authorised Expenses. In those circumstances the Lender must transfer or assign the mortgage together with any collateral securities and credit enhancements to First Title on receipt of payment and give all necessary notices of that transfer or assignment; or

8.3 pay or otherwise settle any claim with other parties for or in the Insured's name together with any Authorised Expenses; or

8.4 pay or otherwise settle with the Insured the Actual Loss provided for under this policy together with any Authorised Expenses.

9. Determination and extent of liability

The insurance given under this policy is a contract of indemnity against actual monetary loss. Subject to paragraphs 11 and 12 of this policy First Title's total liability under this policy (excluding Authorised Expenses) will not exceed the amounts defined as Actual Loss contained in paragraph 1.1.

10. Limitation of First Title's liability

First Title will not be liable to indemnify an Insured:

- 10.1 if First Title removes any matter giving rise to that Insured's claim under this policy in a reasonably diligent manner by any method including litigation; or
- 10.2 if First Title makes a settlement with a third party;
- 10.3 until litigation, including appeals, in relation to a claim conducted by First Title (or by an Insured with First Title's authorisation) has been finally determined by a court;
- 10.4 for liability voluntarily assumed by an Insured in negotiating or settling any claim or litigation without First Title's prior written consent.

11. Reduction of indemnity and reduction or termination of First Title's liability

The amount of indemnity cover payable by First Title under this policy will be reduced or terminated (as the case may be) by any or all of the following:

- 11.1 all payments under this policy except for Authorised Expenses;
- 11.2 the payment by any person of all or part of the debt or any other obligation secured by a mortgage or other charge over the Land or any voluntary, partial or full satisfaction or release of such mortgage or charge to the extent of the satisfaction or release; and/or
- 11.3 the amount by which an Insured's acts or omissions have increased First Title's liability or reduced First Title's ability to recover amounts from third parties;

provided always that the interest of any Insured will not be prejudiced by any act or default of another Insured (not being such Insured) which might otherwise invalidate or reduce the indemnity provided by the Policy.

12. Payment of loss

When the extent of an Insured's loss and First Title's liability under this policy have been finally determined, First Title will pay that amount to that Insured within 30 days of its determination.

13. Subrogation

If First Title agrees to indemnify or defend an Insured under this policy in respect of any claim then regardless of whether or not actual payment has been made First Title will immediately be subrogated to any rights, contractual or otherwise, which that Insured may have in connection with that claim, the mortgage or the Land. If First Title asks, the Insured must transfer to First Title all of the Insured's rights and remedies against any person or property that, in First Title's opinion, might be necessary to perfect this right of subrogation.

14. Liability limited to this policy

This policy and any endorsements to it given in writing by First Title will be the entire contract between each Insured and First Title.

15. Severability

In the event that any provision of this policy is held to be invalid or unenforceable under any law, that provision may be severed from and will not be taken to have affected the remaining provisions.

16. Governing law and jurisdiction

This policy will be governed by the law of England and Wales and the courts of England and Wales.

17. Cancellation rights

No Insured will be entitled to cancel the insurance given to it so as to affect the rights of any other Insured and no refund of premium will be payable.

18. Notices

All notices required to be served on or given to First Title Insurance plc under this policy must include a reference **SRIP 60–093** and the address of the Land and be delivered to the Claims Department, First Title Insurance plc, ECA Court, 24-26 South Park, Sevenoaks, Kent, TN13 1DU.

19. Complaints

The Insured should contact First Title Insurance plc at ECA Court, 24-26 South Park, Sevenoaks, Kent TN13 1DU should it require any further information or wish to complain about any aspect of the service it has received. For further information visit: www.firsttitle.co.uk/about/customer-complaints. If the Insured's complaint is not dealt with to the Insured's satisfaction, the Insured can complain to the Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone: 0800 023 4567 or 0300 123 9123. There are some instances where the Financial Ombudsman Service cannot consider an Insured's complaint. Making a complaint will not prejudice the Insured's right to take legal proceedings.

20. Compensation

Should First Title Insurance plc become unable at any time to meet claims against it, the Financial Services Compensation Scheme may protect the Insured's interests. There are maximum levels of compensation the Insured can receive under the Scheme. The Insured will normally be covered for at least 90% of the payment due under the Insured's policy. For further information the Insured can contact the Scheme helpline on 0800 678 1100 or 020 7741 4100 or visit their website at www.fscs.org.uk.

21. Privacy Policy

First Title's privacy notice has been updated to reflect how we use the policy holder's personal data in accordance with the General Data Protection Regulation from 25th May 2018. The details of the privacy notice can be found here or if you wish to view the privacy notice on our website at www.firsttitle.co.uk/privacy.

First Title Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

SearchFlow
Kings Hill Avenue
Kings Hill
West Malling
ME19 4AJ

The Financial Conduct Authority (“FCA”). The FCA is responsible for the conduct of firms in relation to their customers in the UK. They focus mainly on protecting consumers and ensuring areas, such as Treating Customers Fairly (TCF), is embedded within all firms.

The FCA regulations require us to give you this document. Use this information to decide if our services are right for you.

Whose products do we offer? We offer title insurance policies from the following providers: First Title Insurance, CLS and Stewart Title.

What service will we provide you? You will not receive advice or a recommendation from us regarding title indemnity insurance policies.

What will you have to pay us for our services? There is no fee payable to us for organising the title indemnity insurance.

Do we receive commission for our services? We arrange the policy with the insurer on your behalf. We receive commission from the insurer, which is a percentage of the total premium.

Who regulates us? SearchFlow is an appointed representative of First Title Insurance plc, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. SearchFlow’s Registration number is 563702. You can check this on the FCA’s Register by visiting the FCA’s website www.fsa.gov.uk/register or by contacting the FCA on 0800 111 6768.

Title Indemnity Insurance Policies – Demands and Needs

This product meets the demands and needs of those who wish to ensure that their property title indemnity insurance requirements are met now and in the future.

The title indemnity insurance policy products from First Title Insurance plc only cover actual loss as described in the respective policy terms and conditions.

Please also refer to the attached policy and retain these documents for future reference.

This Insurance Product Information Document outlines some important features of the insurance Policy the Insured has been offered. It does not contain the whole terms and conditions, it is not part of the Policy and it does not commit us to provide insurance on these or any other terms. It is important that this is read in conjunction with the pre-contractual documentation and the Policy itself. All capitalised terms refer to terms defined within the Policy.

What is this type of insurance? Search Report Insurance



What is insured?

- ✓ The Buyer and/or Lender are covered for Actual Loss up to £2,000,000.00 (in the case of a remortgage, only the Lender is covered by the policy).
- ✓ Authorised Expenses are also covered in addition to the Policy Amount.
- ✓ Payment of claims will be made within 30 days of determination of the extent of Actual Loss and First Title's liability under the policy.
- ✓ The risk insured is:
Actual Loss incurred by reason of an Adverse Entry which existed at the Policy Date in the records of the Appropriate Body, but was not fully disclosed in the Search Report: An Adverse Entry means any matter which could have been disclosed as more particularly described in the definition of Adverse Entry within the policy, in form CON29 DW which is in existence on or before the Policy Date but which matter was not disclosed by the Appropriate Body to the policy Issuer carrying out the Search Report due to:
 - ✓ The Appropriate Body's failure to answer questions 10, 11 or 14 (as specified in the policy) of the Search Report, because of its failure to make the relevant registers available to the Policy Issuer;
 - ✓ The Appropriate Body's failure to supply relevant information in answer to any question within the Search Report, due to its negligence or error;
 - ✓ An incorrect reply being given to the Policy Issuer by the Appropriate Body either because of its negligence or an error on its part;
 - ✓ An entry not being disclosed in the Search Report due to an error or omission on the part of the Policy Issuer;
 - ✓ An entry not being disclosed in the Search Report in respect of questions 16, 21, 22, 23, 24 or 25 (as specified in the policy) due to the Policy Issuer failing to search the relevant register;
- ✓ The policy provides additional comfort for a solicitor or licenced conveyancer in respect of claims against them by an Insured as a result of Adverse Entries, when acting for an Insured in relation to the purchase or sale of the Land (or to a loan made to a Buyer for the purpose of purchasing the land) (provided that such loss arose solely because of the reliance on the Search Report). In such instances First Title will indemnify the Insured subject to the terms of the policy.
- ✓ The policy also provides additional comfort for Insured parties as the interest of any Insured will not be prejudiced by any act or default by any other Insured which might otherwise invalidate or reduce the indemnity provided by the policy.



What is not insured?

First Title will not indemnify an Insured against Actual Loss, will not have a duty to defend and will not be obliged to pay Authorised Expenses resulting from risks or Adverse Entries that:

- ✗ The Insured or their legal representatives had Knowledge of as at Policy Date;
- ✗ Is actually revealed by the Search Report;
- ✗ Arises after the Policy Date;
- ✗ Would not have been revealed by a Search Report or in answers to the questions raised in a CON29 DW;
- ✗ Cannot be revealed by the Appropriate Body in relation to the Search Report;
- ✗ Result from any fees incurred by a lawyer instructed by anyone other than First Title.



Are there any restrictions on cover?

- ! First Title will not be liable or its liability may be reduced in part or in whole in the event that:
 - ! You voluntarily assume liability by negotiation or settling any claim or litigation without First Title's prior written consent;
 - ! You refuse to co-operate with First Title;
 - ! Your acts or omissions adversely affect First Title's ability to dispute or defend any challenge or claim or to commence any action against any other persons;
 - ! Your acts or omissions increase First Title's liability or reduce First Title's ability to recover amounts from third parties;
 - ! The Land has not been used in its current form for a minimum of 12 months prior to the Policy Date;
- ! First Title's maximum liability under the Policy will be:
 - ! £2,000,000.00; and
 - ! Authorised Expenses.



Where am I covered?

- ✓ The coverage is for the existing individual residential property as developed at the Policy Date, and specified in the Bordereau supplied by the Policy Issuer to First Title.



What are my obligations?

- You must :
 - continue to use the Land as developed at Policy Date as an individual residential property;
 - notify First Title in writing, as soon as possible on becoming aware of any claim or a circumstance which might entitle that Insured to make a claim under the Policy;
 - co-operate with First Title in respect of any action which First Title takes or wishes to take under the policy;
 - not do anything or fail to do anything that adversely affects First Title's ability to attend to a claim, defend any challenge or commence any action;
 - transfer or assign all rights and remedies against any person or property which, in First Title's opinion might be necessary to perfect any right of subrogation;
 - in the case of the Lender, transfer or assign the mortgage together with any collateral securities and credit enhancements to First Title (and give all necessary notices of that transfer or assignment), following payment of the Actual Loss;
 - not assume any liabilities by negotiation, settling any claim or litigation without First Title's prior written consent;
 - permit First Title to use your name in respect of the payment or other settlement of any claim;
 - within 90 days of knowledge of the facts which let the Insured establish the amount of loss, provide a written statement to First Title detailing the amount of the Actual Loss and the method used to compute that amount;
 - comply with all of the terms, conditions and provisions of the policy at all times.



When and how do I pay?

This policy is provided by the Policy Issuer as part of its service at no cost to the Insured.



When does the cover start and end?

The coverage starts on the Policy Date (being the date that the Search Report was prepared) and its term is the duration of each Insured's relevant interest in the Land.



How do I cancel the contract?

Because the interests of a number of parties may be protected at the same time by the policy, it is not possible to cancel this insurance.

No refund of premium will be payable in any circumstance.