

IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by Property Search North East, The Stables, Wolsingham Road, Gosforth, Newcastle upon Tyne NE3 4RP, phone 0191 213 6666, fax 0191 213 6677, email info@propertysearchnortheast.co.uk, which 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 home buyers, 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 financial loss and/or aggravation, distress or inconvenience as a result of your search provider failing to keep to the Code*

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

TPOs Contact Details:

The Property Ombudsman Scheme Milford House 43-55 Milford Street Salisbury Wiltshire SP1 2BP Tel: 01722 333306 Fax: 01722 332296 Email: admin@tpos.co.uk website www.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

Complaints Procedure

Property Search North East is registered with the Property Codes Compliance Board as a subscriber to the Search Code. A key commitment under the Code is that firms will handle any complaints both speedily and fairly.

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 e-mail, as you prefer, if we need more time.
- Provide a final response, in writing, at the latest within 40 working days of receipt.
- Liaise, at your request, with anyone acting formally on your behalf.

If you are not satisfied with the final decision, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman Scheme (TPOs). Telephone Number :01722 333306, E-mail: admin@tpos.co.uk. Website www.tpos.co.uk

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

Complaints should be sent to: Jacqui Bishop

Property Search North East Limited, The Stables, Wolsingham Road, Newcastle upon Tyne NE3 4RP

Phone No. :0191 2136666, E-mail: info@propertysearchnortheast.co.uk



TERMS AND CONDITIONS OF BUSINESS

Definitions

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

1. All work undertaken by PSNE on behalf of the Client is subject to these terms and conditions and all other conditions warranties and representations express or implied or otherwise are hereby excluded. Any work undertaken by PSNE on behalf of the Client shall constitute an offer to contract on these terms and no addition, amendment or modification thereto shall be effective unless expressly agreed in writing by an authorised representative of PSNE. The Client agrees to be bound by these terms and conditions and by placing an order shall be deemed to have accepted them. PSNE may modify the terms and conditions, discontinue or revise the Services or any element of them at its sole discretion at any time with immediate effect without prior notice and the Client's continued use of the Services constitutes acceptance of any such amendment.

2. PSNE will accept instructions from the Client for the provision of services which will include instructions to undertake searches and/or other associated activities as specifically set out in writing on PSNE's acknowledgement of order which usually would involve land, property or other structures. The provision of services may also extend to include search activities of other commercial and business interest as well as other commercial and business services provided by PSNE (“the

Services”). It is agreed that these instructions will be accepted on the basis that the Client will be liable for all costs and associated expenses incurred by PSNE in carrying out this work. PSNE reserves the right to refuse to accept any order at any time. Instructions received after 4pm will be treated as being received on the next working day. PSNE aims to complete all services within 5 working days. However, where this is not possible due to external factors such as local authority appointment systems or waiting for requested data, we will provide an estimated date for completion.

3. It is agreed that in respect of all work undertaken by PSNE on behalf of the Client, that PSNE are providing the Services only on the basis that the Client provides, supplies or makes available all necessary information for PSNE to carry out the requested Services, and this will include the provision of suitable location plans and/or other necessary documentation or material, all of which will be of good accurate quality and be fit for their intended purpose. Should no plan be provided, PSNE will fulfil the requested service but the search will be carried out based on the property address and not the location of the property. This may result in some information being excluded or missed from the search as we may be unable to locate the boundary of the search property. In some cases Local Land Charges will insist on a plan being provided, clearly showing the boundary of the property. Any delays incurred will be notified to the client.

4. PSNE will not be liable to the Client in the event that PSNE are unable to perform an obligation or to carry out the Services on behalf of the Client due to any factor outside of the control of PSNE, including but not limited to acts of God, industrial action, the default or failure of a third party, war or any other government action. In the event PSNE is so prevented from providing the Services it shall notify the Client forthwith. In the event the delay continues for a period in excess of 180 days either party may terminate the order.

5. All communications between PSNE and the Client and all information and other material supplied to or received by PSNE from the Client which is either marked "confidential" or is by its nature intended to be exclusively the knowledge of PSNE and the Client alone, shall be kept confidential unless or until both parties agree that it is or part of it is in the public domain, whereupon to the extent that it is public, this obligation shall cease. Notwithstanding the foregoing, information otherwise confidential may be disclosed to the extent that is bona fides necessary to disclose the same or part thereof on the purpose of the proper performance of the work that is being undertaken or to the extent required by law or any court of competent jurisdiction.

6. It is hereby agreed that the Services are for the exclusive use of the Client and the Client's customers and that no liability of whatsoever nature and/or however caused will pass to PSNE which may arise from any other party that has taken it upon themselves to rely on any information that may have been contained in the Services. The Services are provided for the exclusive benefit of the Client and/or its customers and the Client nor its customer shall disclose the same to any third party without the prior written consent and, where applicable, payment of an additional fee to PSNE.

7. A person who is not a party to any contract made pursuant to these terms and conditions shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of such contract.

8. Irrespective of any payment arrangements that the Client may have with its customers, the Client is solely responsible for payment of all charges within 30 days from the date of the invoice. In the event any invoice is not so paid, PSNE at their sole discretion suspend the provision of any further Services to the Client, refuse any further orders (and notify its associates accordingly) and/or charge interest at a rate of 3% above Barclays Bank Plc base rate from the date such sum is due until the date of payment whether before or after any judgement.

9. It is hereby noted and agreed that following the provision of the Services that unless PSNE is notified in writing within seven days from receipt of the Services or from the date of the defect becoming apparent that there is any discrepancy, inaccuracy or any other issue with the Services it shall be deemed that the Client is satisfied with the Services and PSNE shall have no further liability with regard to such Services.

10. PSNE shall carry out all work that is undertaken with all reasonable diligence and accuracy and will expedite all requests for the provision of the Services in the most efficient manner although it is noted time shall not be of the essence in delivery of the Services. In providing search reports and services PSNE will comply with the Search Code.

11. The Client acknowledges and agrees that the information and data supplied in the Services are derived from publicly available records and other third party sources and PSNE does not warrant the accuracy or completeness of such information or data, and the data supplied in the Services are derived solely from those sources specifically cited, PSNE does not claim that these sources represent an exhaustive or comprehensive list of all sources that might be consulted nor does it guarantee that all past or current land uses will be identified by the Services. The Services are professional business to business services not intended for use by persons other than those skilled in the use of property and environmental information. PSNE shall not be responsible for errors or corruptions in the Services resulting from inaccuracies or omissions in data supplied to it by third parties.

12. The Client acknowledges and agrees that all intellectual property rights in the Services are and shall remain owned by PSNE or its suppliers and nothing in the terms and conditions purports to transfer, assign or grant any rights to the Client in respect of the intellectual property rights. The Client and any person to whom it disclosed the Services agrees they will not attempt to affect any modification, merger or change to the Services nor permit any other person to do so nor will they copy, use, market, resell, distribute, merge, alter or add anything to the Services nor interfere with any trade mark or other proprietary markings on the Services, and the Client agrees to fully indemnify PSNE against any claim, losses or other damages suffered by PSNE as a result of any breach of these obligations.

13. PSNE provides warranties and accepts liability only to the extent stated in this clause 13. Nothing in these terms and conditions excludes either party's liability for death or personal injury caused by that party PSNE's negligence or willful default. As most of the information contained in the Services provided to PSNE by others, PSNE cannot control its accuracy or completeness nor is it within the scope of the Services to check the information on the ground. Accordingly, and subject to the foregoing, PSNE will only be liable to the Client for any loss or damage caused by its negligence or willful default and neither PSNE nor any third party providing information shall in any other circumstances be liable for any inaccuracies, faults or omissions in the Services nor shall PSNE have any liability for services used otherwise than in accordance with these terms and conditions. Save as precluded by law, PSNE shall not be liable for any indirect or consequential loss, damage or expenses (including loss of profits, loss of contracts, business or goodwill or any other type of special indirect or consequential loss) howsoever arising.

In the event that the client suffers loss as a result of the negligence or otherwise, the liability of PSNE will be limited to an amount not exceeding £5 million in respect of any individual claim.

PI cover is provided by Aqueous

Please note all invoices and statements are submitted electronically. We do not provide hard copies of search reports and other documentation unless requested and a fee will then become payable for printing.

14. PSNE is registered with the Property Codes Compliance Board as a subscriber to the Search Code. As such, in providing search reports and services we will comply with the Search Code.

15. Independent dispute resolution. If you make a complaint and we are unable to resolve it to your satisfaction you may refer the complaint to The Property Ombudsman scheme (website www.tpos.co.uk, email: admin@tpos.co.uk). We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.

TERMS & CONDITIONS ON WHICH THE SEARCH HAS BEEN MADE AVAILABLE

Definitions

1. In these terms and conditions, the following words shall have the following meanings:

“We”, “us” and “our” are references to Property Search North East

“Report” means local report prepared by us in respect of Property.

“Property” means local/drainage or location supplied by the Customer or Client in the Order for the Report.

“Order” means the address or location supplied by the Customer or Client in the Order for the Report.

“Customer” means the person, company, partnership or other organization placing an Order either on their own behalf as a Client, or as an agent for the Client. “Client” means the seller, buyer, potential buyer and a lender in respect of the Property who is the intended recipient of the Report and has an actual or potential interest in the property.

Agreement

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

The Search Report

3. We will produce the Report with reasonable care and skill and it is provided to the Client on the basis that they acknowledge and agree to the following:

3.1 The information in the Report reflects that available to us on the date the Report was produced.

3.2 The information contained in a Report can change on a regular basis and we cannot be responsible to the Client for any change in the information after the date on which the Report was produced and sent to the Client or for any inaccuracies, omissions or errors on a public register.

3.3 The Report is produced for use in relation to the Property supplied in the Order.

3.4 The Report is intended for the personal use of the client.

Liability and Insurance

4. We shall not be liable for any acts or omissions of any party for whom we are not responsible.

4.1 We do not accept liability for death or personal omissions of any party for whom we are not responsible.

Price and Payment

5. The price payable for the Report is inclusive of VAT, unless otherwise stated.

5.1 Unless the Client has an account with us for payment of the Reports, we must receive payment for Reports in full before the Report is produced

Confidentiality

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

Copyright

7. The copyright and intellectual property rights in the Report shall remain our property.

7.1 The client agrees to respect and not to alter any trademark, copyright notice or trading name which appears on the report.

7.2 The Client agrees to indemnify us against any costs, claims and damage suffered by us as a result of any breach by them of the copyright terms in paragraphs 7 and 7.1.

General

8. If any of term is held to be invalid or unenforceable, that provision or part of that provision shall be taken to be removed from these terms and the remaining term will continue in full force and effect.

8.1 these terms shall be governed by English law and shall be subject to the jurisdiction of the English Courts

November 2018

TERMS & CONDITIONS ON WHICH THE SEARCH HAS BEEN MADE AVAILABLE

Definitions

1. In these terms and conditions, the following words shall have the following meanings:

“We”, “us” and “our” are references to Property Search North East

“Report” means local report prepared by us in respect of Property.

“Property” means local/drainage or location supplied by the Customer or Client in the Order for the Report.

“Order” means the address or location supplied by the Customer or Client in the Order for the Report.

“Customer” means the person, company, partnership or other organization placing an Order either on their own behalf as a Client, or as an agent for the Client. “Client” means the seller, buyer, potential buyer and a lender in respect of the Property who is the intended recipient of the Report and has an actual or potential interest in the property.

Agreement

2. We agree to supply the Report to the Client subject to these terms and the Client indicates their acceptance of these terms when

placing an order for the Report or when relying on the information in the Report.

The Search Report

3. We will produce the Report with reasonable care and skill and it is provided to the Client on the Basis that they acknowledge and agree to the following:

3.1 The information in the Report reflects that available to us on the date the Report was produced.

3.2 The information contained in a Report can change on a regular basis and we cannot be responsible to the Client for any change in the information after the date on which the Report was produced and sent to the Client or for any inaccuracies, omissions or errors on a public register.

3.3 The Report is produced for use in relation to the Property supplied in the Order.

3.4 The Report is intended for the personal use of the client.

Liability and Insurance

4. We shall not be liable for any acts or omissions of any party for whom we are not responsible.

4.1 We do not accept liability for death or personal omissions of any party for whom we are not responsible.

Price and Payment

5. The price payable for the Report is inclusive of VAT, unless otherwise stated.

5.1 Unless the Client has an account with us for payment of the Reports, we must receive payment for Reports in full before the Report is produced

Confidentiality

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

Copyright

7. The copyright and intellectual property rights in the Report shall remain our property.

7.1 The client agrees to respect and not to alter any trademark, copyright notice or trading name which appears on the report.

7.2 The Client agrees to indemnify us against any costs, claims and damage suffered by us as a result of any breach by them of the copyright terms in paragraphs 7 and 7.1.

General

8. If any of term is held to be invalid or unenforceable, that provision or part of that provision shall be taken to be removed from these terms and the remaining term will continue in full force and effect.

8.1 these terms shall be governed by English law and shall be subject to the jurisdiction of the English Courts

November 2022

DUAL ASSET UNDERWRITING PERSONAL SEARCH INSURANCE POLICY Real Estate – England and Wales

Form Number: PSIP IPSA 05-17

Search Provider: Property Search North East Limited

Policy Number: PSIP/IPSA/00-28784117I0

Definitions

Certain words in this Policy have particular meanings that are described below.

Adverse Entry An Adverse Entry means any matter(s) having a detrimental effect on the market value of the Property, that would or should have been disclosed in an Official Local Authority Search Result had one been carried out in relation to the Property on the Policy Commencement Date, but was not disclosed in the Search Report. This includes where the Appropriate Body's registers and information and/or the answers provided by the Appropriate Body for the purposes of the Search Report were incorrect as at the Policy Commencement Date due to the Appropriate Body's error or omission.

Appropriate Body A local authority or other public body responsible for maintaining the registers and information that are covered by Forms LLC1 and Part 1 (Standard Enquiries) of Form CON29R (Law Society Copyright, as amended.)

Authorised Expenses Legal fees and expenses that we are obliged to pay, which your Legal Representative incurs in defending you or pursuing your Claim because of an Insured Event. These fees and expenses must always be reasonably and properly incurred. We must approve them in writing before they are incurred.

Claim A claim brought by or against you, because of an Adverse Entry.

Court A court of law in England & Wales, local authority or other public body, which has the power to make a final legal ruling which affects the Property.

DUAL Asset Underwriting: DUAL Asset Underwriting Limited, company registered number 8494511, acting on behalf of the Insurer. DUAL Asset Underwriting is an Appointed Representative of DUAL Corporate Risks Limited.

Insurer, we, us, our: Fidelis Underwriting Limited, The Leadenhall Building, 34th Floor, 122 Leadenhall Street, London EC3V 4AB

Legal Representative The person that we appoint to represent you and protect your interests during a Claim.

Loss or Damage:

1. Money or some other remedy that you must pay to someone else as a result of an Adverse Entry. This includes an award that a Court orders to be paid to settle your Claim, or expenses that you incur complying with an order of a Court, including an injunction.
2. The difference in the value of the Property immediately before and immediately after a Claim resulting from an Adverse Entry.
3. Demolition and/or reinstatement costs resulting from an Adverse Entry.
4. The shortfall, which arises as a direct result of an Adverse Entry, in the repayment of:
 - a. any loan or other financial charge or liabilities that are secured against the Property when the Property Owner sells the Property; or
 - b. the outstanding loan amount upon sale of the Property by the lender.

Policy Amount The maximum limit of indemnity under this policy is £2,000,000.00 per Search Report.

Policy Commencement Date The date on which the Search Report is prepared.

Property The single residential or commercial properties specified in the Search Report and as included in your monthly bordereau, which are located in England or Wales and in existence as at the Policy Commencement Date and which shall continue to be used for the same purpose as at the Policy Commencement Date.

Property Owner

The person or persons who has/have purchased the Property in reliance upon the Search Report ("Buyer") and/or the mortgage lender who has an interest in the Property ("Lender").

**Official Local Authority
Search Result**

Direct responses from an Appropriate Body to an application made to it under Forms LLC1 and Part 1 (Standard Enquiries) of Form CON29 (Law Society Copyright, as amended).

Search Report

The reports relating to the Property that have been issued by the you and provides responses to the questions and information requested in Forms LLC1 and Part 1 (Standard Enquiries) of Form CON29 (Law Society Copyright, as amended).

Uninsured Matters:

Risks and events, for which we will not be liable, set out in the "Uninsured Matters" section of this Policy.

You, your:

The Search Provider, being a member of the Association of Independent Personal Search Agents ("IPSA")

Policy Coverage

We indemnify you for Loss or Damage, not exceeding the Policy Amount, which you suffer because of an Adverse Entry.

We will also pay your Authorised Expenses, which will not reduce the Policy Amount.

Our indemnity is based upon the terms and conditions of this Policy and the Uninsured Matters listed below.

Uninsured Matters

We will not indemnify you for Loss or Damage or pay Authorised Expenses, in relation to any and/or all of the following Uninsured Matters including but not limited to:

- 1. Matters you create, allow or agree to at any time;*
- 2. Matters known to you but not us on or before the Policy CommencementDate;*
- 3. Legal fees and other expenses which we did not authorise in writing before they were incurred;*
- 4. Any Loss or Damage caused by pollution, war, invasion, riot, revolution or a similar event;*
- 5. Claims which do not cause you to incur Authorised Expenses or any Loss or Damage;*
- 6. Matters created by an error or omission by you or the private search provider who obtained the information for the Search Report for you, if applicable.*
- 7. Any Loss or Damage (such as fire or flood) that would be covered by a standard buildings and / or contents insurance policy.*
- 8. Any Claim, costs or expenses which would expose DUAL Asset Underwriting to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.*

Policy Terms & Conditions**1. Contract of insurance**

This Policy forms a contract of insurance between you, DUAL Asset Underwriting and the Insurer. This Policy is underwritten by the Insurer.

The Insurer will provide cover under the terms and conditions of this Policy, for Loss or Damage that occurs as a result of an Adverse Entry.

Making a false statement or misrepresenting or withholding information from either the Insurer or DUAL Asset Underwriting could result in your Policy being voided (as if the Policy never existed), all Claims under your Policy being refused and all premiums that you have paid being retained.

Except as otherwise provided for by law or expressly stated in this Policy, no third party shall have any rights under this Policy or the right to enforce any part of it. This means that this Policy does not insure any person purchasing the Property from you or their mortgage lender.

Your rights and interests under this Policy shall not be prejudiced by any act or omission of any other party who is insured under this policy.

2. The term of this Policy and cancelling your Policy

The Policy, and the cover afforded by it, starts from the Policy Commencement Date and terminates when the Property Owner sells the Property. The Policy protects only the party(s) described as you, your in the definitions section of the Policy. The Policy does not protect any person purchasing the Property from the Property Owner or their mortgage lender.

It is not possible to cancel this Policy as it provides protection for more than one party. No refund of premium will be payable in any circumstance.

3. Making a Claim

You must tell DUAL Asset Underwriting within 28 days of becoming aware of anything that may result in a Claim under this Policy; even if you are not sure you want or need to make a Claim.

To make a Claim, contact DUAL Asset Underwriting at the address shown in the **Contacting us** section of this Policy.

Once we have received your Claim we will:

- Register your Claim
- Give you a reference number to quote
- Explain the process, including confirming what you are covered for and arrange next steps

Remember, once your Claim has been accepted by us, it is our duty to defend you, at our expense, to resolve the Claim as efficiently as possible.

4. Dealing with Claims under this Policy

You or any other person who makes a Claim under this Policy must not negotiate, admit fault or make any payment, offer or promise of payment unless you have our written permission. We have the right to refuse to indemnify you for any payment, offer or promise of payment that does not have our permission.

You must co-operate with us at all times and we have the right to reduce your Claim if you do not co-operate with us and that failure to co-operate affects our ability to assist you.

In dealing with any Claim under the terms of this Policy we will choose whether to defend you or pay you a cash amount equal to the cost of the Loss or Damage of your Claim. At any time, we can pay you an amount equal to the Policy Amount or any lower amount for which the Claim can be settled, after deduction of any money already paid. We may then give up control of and have no further liability in connection with the Claim.

We may carry out the defence or settlement of your Claim and;

- Take any legal action in the name of any person covered by this Policy;
- If necessary, choose a Legal Representative, who will act for you in any legal action.

If we decide to take legal action, we will not be obliged to pay your Claim until there is a Final Judgment. Whilst we are taking legal action on your behalf, if we believe that it is likely that we will not be successful, we have the discretion to agree a reasonable settlement with you to resolve your Claim.

We can do any of these in the name of any person claiming under this Policy. We will only pay Authorised Expenses that we have first agreed to, in writing.

Anyone who makes a Claim under this Policy must give us any reasonable information we ask for that is relevant to that Claim.

If we accept liability but you disagree with the amount we offer to pay, your Claim may in certain circumstances be referred to an arbitrator who will be jointly appointed and will work in the way described in the complaints section of this Policy.

When the extent of your Claim and our liability to you under this Policy has been finally determined, we will pay you within 30 days of that determination. All payments made under this Policy reduce the Policy Amount. The exception to this are payments of Authorised Expenses, which are paid in addition to the Policy Amount and do not reduce it.

5. Other insurance

If any incident that leads to a valid Claim is covered under any other insurance policy, we will only pay our share of the Claim.

6. Keeping to the terms of the Policy

We will only pay a Claim if any person claiming cover has met with all the terms of the Policy, as far as they apply.

7. Your agreements with others

You may not assign any of the rights under this Policy without our express written permission.

8. Fraud

We will not pay any Claim that is in any part fraudulent or exaggerated, or if you, or anyone acting for you, uses fraudulent means to get benefits under this Policy.

If a fraudulent Claim has been made or there has been fraudulent activity to secure benefits under this Policy or secure cover at a lower price, this will result in your Policy being voided (as if the Policy never existed), all Claims under your Policy being refused and all premiums that you have paid being retained (and all premiums due to be paid being collected).

We may also notify the relevant authorities, so that they may consider criminal proceedings.

9. Notices, changes to policy terms and governing law

Every notice that needs to be given under this Policy must be given in writing and should include your Policy Number.

To be effective, any change to the terms of this Policy must be in writing. If you give us notice you must send it to the address that is detailed in the **Contacting us** section of this Policy. If we give you notice we must send it to your last known address.

English and Welsh law and the English language will apply to this Policy and the courts of England & Wales will deal with disputes that arise from its terms, unless agreed otherwise in writing with us.

10. What to do if you have a complaint

If you have experienced a problem or have a complaint in relation to this Policy or the way it was sold, DUAL Asset Underwriting will aim to sort it out with you and the Insurer as quickly and fairly as possible. Please write to the address shown in the **Contacting us** section of this Policy.

If you have a complaint about the way your Claim has been managed, please contact your claim handler. You will find their details on any letters they have sent to you; or write to the Claims Manager at the same address.

If for any reason you remain dissatisfied with our response, or you have not received a final response within eight weeks, you should escalate the matter.

You may refer your complaint to the Insurance Division of the Financial Ombudsman Service at Exchange Tower, London E14 9SR or email: complaint.info@financial-ombudsman.org.uk. Further information can be obtained at www.financial-ombudsman.org.uk. Using this service does not affect your right to take legal action.

Fidelis Underwriting Limited and DUAL Asset Underwriting are covered under the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. Further information about the FSCS scheme can be obtained from the Financial Services Compensation Scheme who can be contacted at 10th Floor, Beaufort House, 15 St Botolph Street, London EC3 7QU or www.fscs.org.uk.

11. Data Protection Notice

This notice contains important information about the use of your personal information. Please make sure that you read this notice carefully.

"Personal information" means any information given to DUAL Asset Underwriting and the Insurer about you, by you or anyone else in connection with the particular service or product that the Insurer is providing to you.

By taking out this Policy, you confirm that DUAL Asset Underwriting and the Insurer may use your personal information in the ways outlined in this notice. As the terms of this notice will also apply to anyone else insured under this Policy, you should also show this notice to anyone else whose personal information you give to us and ensure that you have their consent to provide their personal data, including sensitive personal data, where necessary, in connection with your Policy.

Your privacy is very important to DUAL Asset Underwriting and the Insurer. DUAL Asset Underwriting and the Insurer promise to respect and protect your personal information and try to make sure that your details are accurate and kept up to date. You should let DUAL Asset Underwriting and the Insurer know whenever your personal details change

How we use your personal information

DUAL Asset Underwriting and the Insurer will use personal information which has been given to them to manage your Policy, including handling underwriting and claims. These activities may involve DUAL Asset Underwriting and the Insurer releasing personal information to other Insurers, the Police or other government agencies, regulatory authorities or agents providing services to DUAL Asset Underwriting and the Insurer or on behalf of DUAL Asset Underwriting and the Insurer. Some of these agents may be based outside the EEA but DUAL Asset Underwriting and the Insurer will make provision for your personal information to be protected whilst being transferred to and processed in these countries.

DUAL Asset Underwriting and the Insurer may use your personal information and the information about your use of DUAL Asset Underwriting's and the Insurer's products and services to carry out research and analysis about DUAL Asset Underwriting and the Insurer's products and services, as well as to service your needs in connection with your Policy. We may use email, telephone, post or other means to do this.

To assess your insurance application and the terms on which cover may be offered, and to process claims and maintain your Policy for the duration, DUAL Asset Underwriting and the Insurer may obtain information about you from credit reference agencies, fraud prevention agencies and databases. The agencies will record DUAL Asset Underwriting's and the Insurer's enquiries. A record of the credit search will be left on the credit file at the Credit Reference Agency. It will be visible to other lenders when they carry out future credit checks and may be used as part of their decision-making process when assessing credit applications.

Monitoring and recording calls

DUAL Asset Underwriting and the Insurer may monitor or record telephone calls to improve their service and to detect and prevent fraud.

Sharing information to prevent fraud

DUAL Asset Underwriting and the Insurer may share information which they hold and which has been supplied to them in connection with any application for insurance that you have made or any insurance policy which you have with them (including the renewal of any policy which you have with them), with the Claims and Underwriting Exchange register, run by the Insurance Database Service Limited (IDS Ltd), and other similar databases or fraud prevention agencies established for the same purpose. The aim is to help DUAL Asset Underwriting and the Insurer check information that is given to them and to prevent fraudulent claims. When DUAL Asset Underwriting and the Insurer process your request for insurance cover, process any claims and maintain your Policy during the Period of Insurance, they may search these registers.

Dealing with others on your behalf

To help you to manage your Policy, DUAL Asset Underwriting and the Insurer will deal with you and/or any other person whom you have nominated and DUAL Asset Underwriting and the Insurer have accepted to be acting for you, if they call DUAL Asset Underwriting and the Insurer on your behalf in connection with your Policy and answer our security questions.

Sensitive information

Some of the personal information that DUAL Asset Underwriting and the Insurer ask you to provide may be sensitive personal data, as defined by the Data Protection Act 1998. Sensitive personal data may include information relating to your health, race, religion and any criminal convictions that you have. DUAL Asset Underwriting and the Insurer will only use sensitive personal data about you for the specific purposes for dealing with your Policy and to provide the services described in your Policy documents.

Further information

You are entitled to receive a copy of the information DUAL Asset Underwriting and the Insurer hold about you. If you would like a copy of your information held by the Insurer, please contact the Group Compliance Officer at the following address: Fidelis Underwriting Limited, The Leadenhall Building, 34th Floor, 122 Leadenhall Street, London, EC3V 4AB. If you would like a copy of your information held by DUAL Asset Underwriting, please contact the Data Protection Officer at the following address: DUAL Asset Underwriting, 1st Floor, Bankside House, 107 Leadenhall Street, London, EC3A 4AF.

In all cases please give your name, address and (if you have one) your insurance policy number. You may be charged a small administration fee. Details will be provided at the date of request.

12. Contacting us

We can be contacted via the following methods:

- By post to our registered office (which at the Policy Commencement Date is DUAL Asset Underwriting Limited, 1st Floor, Bankside House, 107 Leadenhall Street, London, EC3A 4AF United Kingdom).
- By email to realestate@dualgroup.com

*Property Search Insurance Policy
Real Estate
England & Wales*

Insurer's Agent:

*DUAL Asset Underwriting Limited,
1st Floor,
Bankside House,
107 Leadenhall Street,
London,
EC3A 4AF
United Kingdom*

(Registered in England: 8494511)

Email Address: realestate@dualgroup.com

Telephone Number: +44 (0)20 7337 9888

Insurer:

*Fidelis Underwriting Limited
The Leadenhall Building
34th Floor, 122 Leadenhall Street
London
EC3V 4AB
United Kingdom*

Key Facts about your Specific Risk Insurance Cover

This is a summary of cover which is available from DUAL Asset Underwriting to protect against an Adverse Entry. The Policy, which is attached, contains the full policy terms and conditions, limits and exclusions. We encourage you to read this Key Facts summary and the Policy document carefully.

Your insurance contract comprises the Policy document.

The Policy protects only the party(s) described as you, your in the definitions section of the Policy.

Your Insurer is Fidelis Underwriting Limited. This Policy is underwritten by Fidelis Underwriting Limited ("Fidelis") of The Leadenhall Building, 34th Floor, 122 Leadenhall Street, London EC3V 4AB. Fidelis are authorised by the Financial Services Commission and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our authorisation and regulation by the Financial Conduct Authority are available from us on request. DUAL Asset Underwriting Limited is an Appointed Representative of DUAL Corporate Risks Limited which is authorised and regulated by the Financial Conduct Authority.

We will not make any recommendation or give advice on this product, you will need to make your own choice as to whether or not you wish to proceed with purchasing this product, based on the information provided.

Cancellation, Claims & Complaints

Cancellation

Because the interests of a number of persons may all be protected at the same time by the insurance given under the policy in relation to each individual Property, no person insured under the Policy will have the right to cancel the insurance without the written agreement of all other persons who might benefit from the insurance. No refund of premium will be payable.

Claims

*You must tell DUAL Asset Underwriting within 28 days of becoming aware of anything that may result in a Claim under this Policy; even if you are not sure you want or need to make a Claim. To make a Claim, contact DUAL Asset Underwriting at the address shown below and in the **Contacting us** section of this Policy.*

Complaints

If you have experienced a problem or have a complaint in relation to this Policy, DUAL Asset Underwriting will aim to sort it out with you and Fidelis as quickly and fairly as possible. If you have a complaint about the way your Claim has been managed, please contact your claim handler. You will find their details on any letters they have sent to you; or write to the Claims Manager at the same address.

*If for any reason you remain dissatisfied with our response or you have not received a final response within eight weeks, you should escalate the matter. If you have a complaint about this Policy or the way it was sold to you, please write to the address shown in the **Contacting us** section of the Policy.*

If you are still not satisfied, then you may refer your complaint to the Insurance Division of the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR or email: complaint.info@financialombudsman.org.uk. Further information can be obtained at www.financial-ombudsman.org.uk. Using this service does not affect your right to take legal action.

Fidelis and DUAL Asset Underwriting are covered under the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. Further information about the FSCS scheme can be obtained from the Financial Services Compensation Scheme, who can be contacted at 10th Floor, Beaufort House, 15 St Botolph Street, London EC3 7QU or www.fscs.org.uk.

Contact details

If you want to cancel, claim or make a complaint, please call DUAL Asset Underwriting on telephone number: +44 (0)20 7337 9888, email us at realestate@dualgroup.com or write to 1st Floor, Bankside House, 107 Leadenhall Street, London, EC3A 4AF, United Kingdom.

DUAL Asset Underwriting is an Appointed Representative of DUAL Corporate Risks Limited and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 600513). Further details can be found on the Financial Services Register at www.fca.org.uk.