REGULATED DRAINAGE & WATER REPORT
COMMERCIAL

REPORT DETAILS:

Requested by:
Ground floor, Imperium, Imperial Way, Reading, Berkshire, RG2 0TD

Date:
09 November 2026

Case Number:
4971876

Property Address:
19 DYE & DURHAM DRIVE, CUDWORTH, BARNSLEY, S72 8JG

Reference Number:
COMMERICIAL SAMPLE

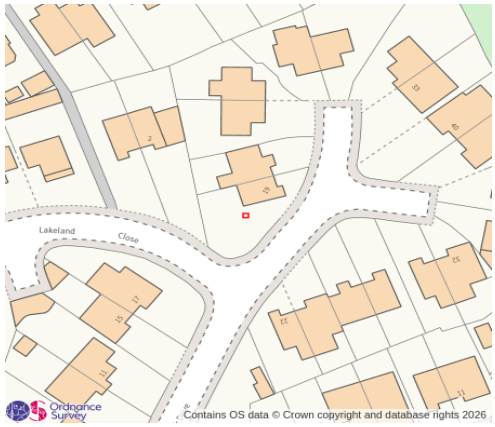
MAINS WATER
CONNECTED
SEE POINT 3.2

FOUL WATER
CONNECTED
SEE POINT 2.1

SURFACE WATER SEWER
YES
SEE POINT 2.2

SEWER PIPE WITHIN BOUNDARY
NO
SEE POINT 2.3

WATER PIPE WITHIN BOUNDARY
NO
SEE POINT 3.3



LEGEND:

Typical Response
Refer to relevant question
Needs Attention
Information

Search supplied by and all queries to:

Dye & Durham (UK) Limited
Ground Floor, 1 Capitol Court,
Dodworth, Barnsley,
South Yorkshire, S75 3TZ

0800 038 8350
uksearchsupport@dyedurham.com
www.dyedurham.co.uk

Summary:

1. MAPS

1.1 - Is a plan showing the approximate location of public sewers included?
MAP PROVIDED

1.2 - Is a plan showing the approximate location of the water mains included?
MAP PROVIDED

2. DRAINAGE

2.1 - Do the records inspected indicate that foul water from the property drains to a public sewer?
YES

2.2 - Do the records inspected indicate that surface water from the property drains to a public sewer?
YES

2.3 - Does the Public Sewer Map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?
NO

2.4 - Does the Public Sewer Map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?
YES

2.5 - Does the Public Sewer Map indicate that sewers or lateral drains serving or which are proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement?
SEE REPORT ANSWER

3. WATER

3.1 - How can the drinking water quality for the area be checked?
SEE REPORT ANSWER

3.2 - Do the records inspected indicate the property is connected to mains water supply?
YES

3.3 - Are there any water mains, resource mains or discharge pipes within the boundaries of the property?
NO

4. CHARGING

4.1 - Who are the sewerage undertakers for this area?
Yorkshire Water

4.2 - Who are the water undertakers for the area?
Yorkshire Water

Report Details:

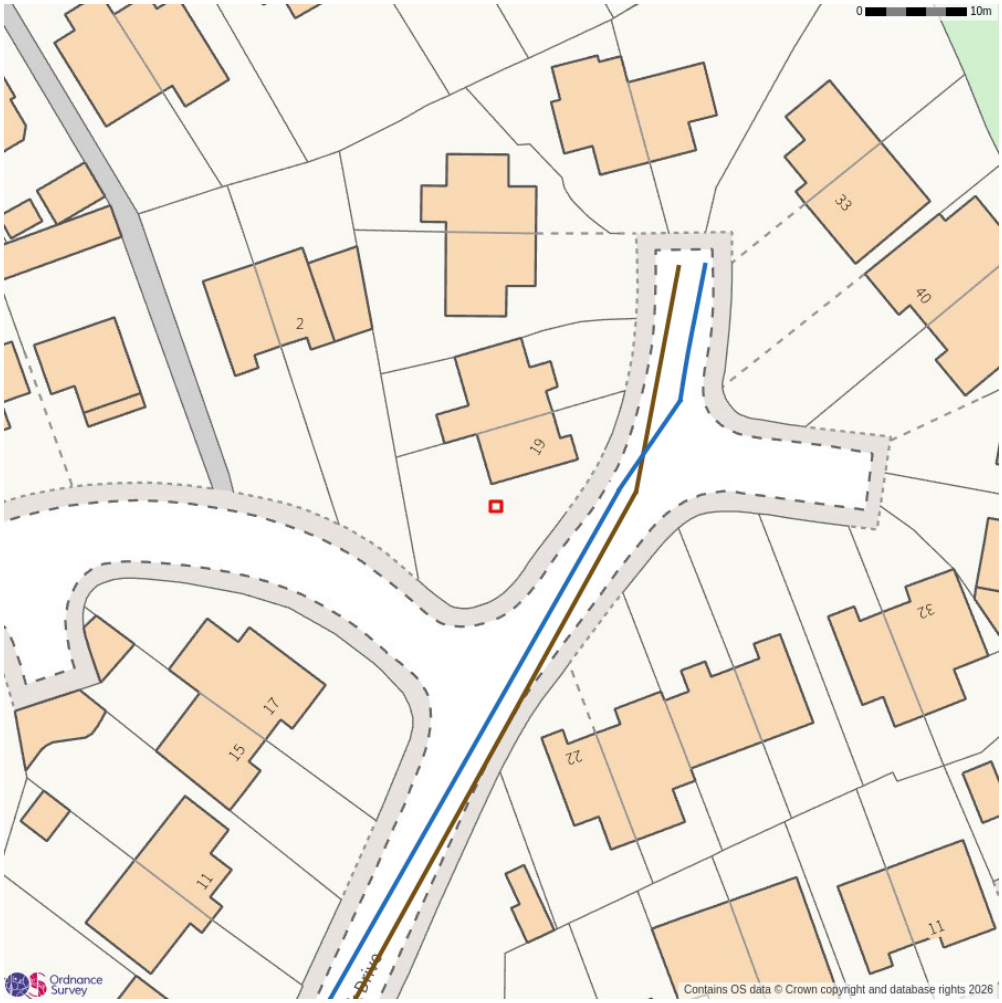
1. MAPS

1.1 - Is a plan showing the approximate location of public sewers included? MAP PROVIDED

YES - A PLAN IS INCLUDED

i. Sewers will be shown on the plan where applicable. ii. The Water Industry Act 1991 defines Public Sewers as those which YORKSHIRE WATER have responsibility for. Other assets and rivers, watercourses, ponds, culverts or highway drains may be shown for information purposes only. iii. Any private sewers or lateral drains which are indicated on the plan as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended these details be checked with the developer.

PUBLIC SEWER PLAN



Whilst every attempt has been made to ensure the accuracy of the information provided on the plan, all locations and routes are approximate and not drawn to scale

SEWER KEY

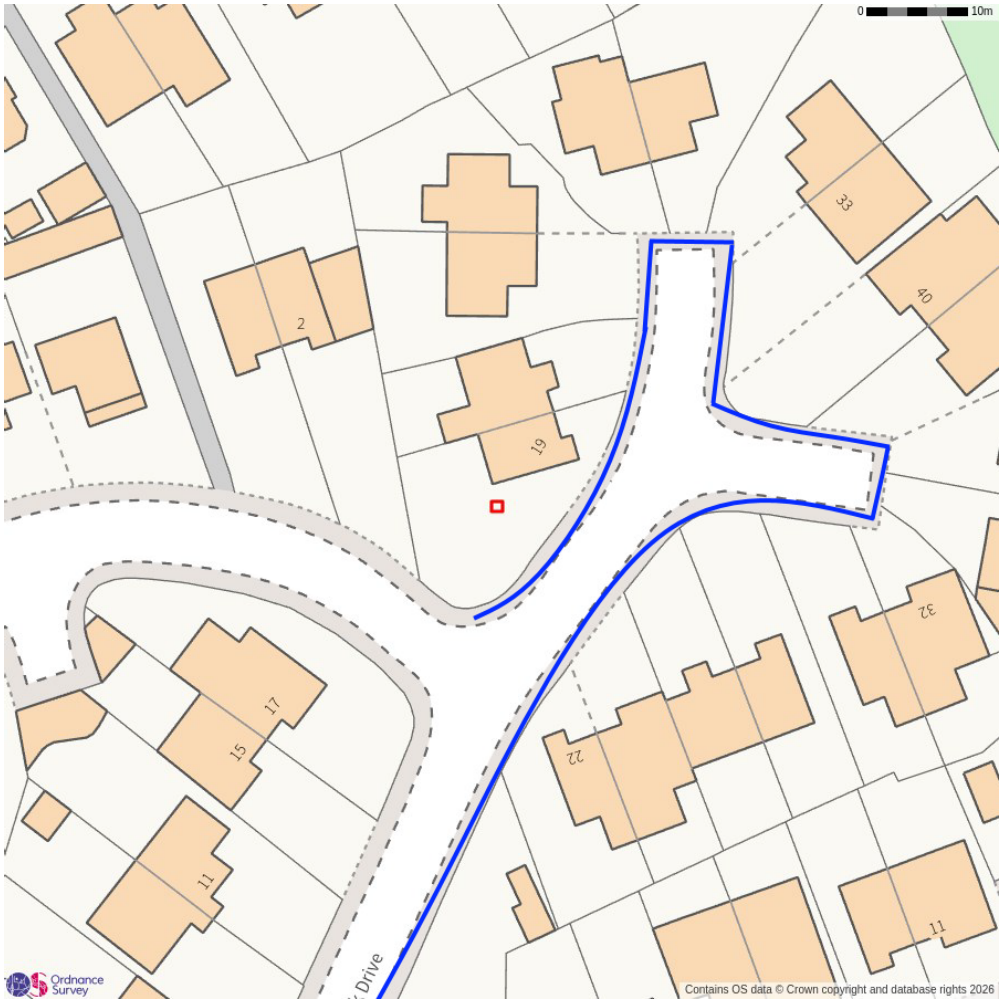
- Combined Sewer
- Combined Sect. 104 Sewer
- Surface Water Sewer
- Surface Water Sect. 104 Sewer
- Foul Sewer
- Foul Sect. 104 Sewer
- Rising Main Sewer
- Private Assets
- Abandoned Sewer

1.2 - Is a plan showing the approximate location of the water mains included? MAP PROVIDED

YES - A PLAN SHOWING THE APPROXIMATE LOCATION OF THE WATER MAINS IS INCLUDED

i. The "water mains" in this context are those which are vested in and maintainable by the Water Company under statute. ii. Water Companies are not responsible for private supply pipes connecting the property to the public water main and do not hold details of these. These may pass through land outside of the control of the seller, or may be shared with adjacent properties. The buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal. iii. The map of water works will show known public water mains in the vicinity of the property. It should be possible to estimate the likely length and route of any private water supply pipe connecting the property to the public water network.

WATER WORKS PLAN



Whilst every attempt has been made to ensure the accuracy of the information provided on the plan, all locations and routes are approximate and not drawn to scale

WATER WORKS KEY

Water Main
Trunk Main

Report Details:

2. DRAINAGE

2.1 - Do the records inspected indicate that foul water from the property drains to a public sewer? YES

YES - THE RECORDS INSPECTED INDICATE THAT FOUL WATER FROM THE PROPERTY DRAINS TO THE PUBLIC SEWER

i. The connection status is inferred by visually inspecting the location of assets as recorded on the provided map. We recommend confirming this with the vendor for certainty. Refer to recent bill, the TA6 form or Property Information Questionnaire (PIQ). ii. Water Companies are not normally responsible for any private drains serving the property and do not hold details of these. The property owner will normally have sole responsibility for private drains serving the property. From 1st October 2011, lateral drains and private sewers serving the property may become public. iii. A plan is included in this report. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system. iv. If foul water does not drain to the public sewerage system the property may have private facilities in the form of a cesspit, septic tank or other type of treatment plant.

2.2 - Do the records inspected indicate that surface water from the property drains to a public sewer? YES

YES - THE RECORDS INSPECTED INDICATE THAT SURFACE WATER FROM THE PROPERTY DRAINS TO THE PUBLIC SEWER

i. The connection status is inferred by visually inspecting the location of assets as recorded on the provided map. We recommend confirming this with the vendor for certainty. Refer to recent bill, the TA6 form or Property Information Questionnaire (PIQ). ii. Water Companies are not responsible for private drains that connect the property to the public sewerage system and do not hold details of these. From 1st October 2011, lateral drains and private sewers serving the property may become public. iii. The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility with other users, if the property is served by a private sewer which also serves other properties. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal. iv. In some cases, Water Company records do not distinguish between foul and surface water connections to the public sewerage system. v. IF ON INSPECTION THE BUYER FINDS THAT THE PROPERTY IS NOT CONNECTED FOR SURFACE WATER DRAINAGE, THE PROPERTY MAY BE ELIGIBLE FOR A REBATE OF THE SURFACE WATER DRAINAGE CHARGE. DETAILS CAN BE OBTAINED FROM THE SEWERAGE UNDERTAKER. vi. A plan showing the approximate location of public sewers is included in this report. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.

2.3 - Does the Public Sewer Map indicate any public sewer, disposal main or lateral drain within the boundaries of the property? NO

NO - THE PUBLIC SEWER MAP DOES NOT INDICATE ANY PUBLIC SEWER, DISPOSAL MAIN OR LATERAL DRAIN WITHIN THE BOUNDARIES OF THE PROPERTY

i. YORKSHIRE WATER has a statutory right of access to carry out work on its assets. Employees of YORKSHIRE WATER or its contractors may, therefore, need to enter the property to carry out work. ii. The approximate boundary of the property has been determined by reference to the Ordnance Survey record or the map supplied. iii. Any private sewers or lateral drains which are indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended these details be checked with the developer. iv. The answer provided is indicative only.

2.4 - Does the Public Sewer Map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?

YES

YES - THE PUBLIC SEWER MAP INDICATES A PUBLIC SEWER WITHIN 30.48 METRES (100 FEET) OF ANY BUILDINGS WITHIN THE PROPERTY

i. From 1st October 2011 there may be additional lateral drains and/or public sewers which are not recorded on the Public Sewer Map but are also within 30.48 metres (100 feet) of a building within the property. ii. The presence of a public sewer within 30.48 metres (100 feet) of the building(s) within the property can result in the Local Authority requiring a property to be connected to the public sewer. iii. The measure is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public sewer.

2.5 - Does the Public Sewer Map indicate that sewers or lateral drains serving or which are proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement?

SEE ANSWER

ANSWER - THE PROPERTY APPEARS TO BE PART OF AN ESTABLISHED DEVELOPMENT AND IS NOT SUBJECT TO AN ADOPTION AGREEMENT.

i. This enquiry is of interest to purchasers of new homes who will want to know whether or not the property will be linked to a public sewer. ii. Where the property is part of a very recent or ongoing development and the sewers are not the subject of an adoption application, buyers should consult with the developer to ascertain the extent of private drains and sewers for which they will hold maintenance and renewal liabilities. iii. The answer provided is indicative only.

3. WATER

3.1 - How can the drinking water quality for the area be checked? SEE ANSWER

ANSWER - THE DRINKING WATER INSPECTORATE PRODUCES AN ANNUAL REPORT ON DRINKING WATER QUALITY FOR 7 REGIONS IN ENGLAND AND WALES. IT IS PUBLISHED END OF JUNE/EARLY JULY COVERING THE PREVIOUS CALENDAR YEAR. REPORTS CAN BE INSPECTED BY GOING TO: https://www.dwi.gov.uk/what-we-do/annual-report/

3.2 - Do the records inspected indicate the property is connected to mains water supply? YES

YES - THE RECORDS INSPECTED INDICATE THE PROPERTY IS CONNECTED TO MAINS WATER SUPPLY

i. The connection status is inferred by visually inspecting the location of assets as recorded on the provided map. We recommend confirming this with the vendor for certainty. Refer to recent bill, the TA6 form or Property Information Questionnaire (PIQ).

3.3 - Are there any water mains, resource mains or discharge pipes within the boundaries of the property? NO

NO - THE MAP OF WATER WORKS DOES NOT INDICATE ANY WATER MAINS, RESOURCE MAINS OR DISCHARGE PIPES WITHIN THE BOUNDARIES OF THE PROPERTY

i. The boundary of the property has been determined by reference to the Ordnance Survey record. ii. The presence of a public water main within the boundary of the property may restrict further development within it. Water Companies have a statutory right of access to carry out work on their assets, subject to notice. This may result in employees of the company or its contractors needing to enter the property to carry out work. iii. The answer provided is indicative only.

4. CHARGING

4.1 - Who are the sewerage undertakers for this area? YORKSHIRE WATER

YORKSHIRE WATER

The Sewerage Undertakers for the area are:

YORKSHIRE WATER, Bradford, BD6 2SZ

4.2 - Who are the water undertakers for the area? YORKSHIRE WATER

YORKSHIRE WATER

The Water Undertakers for the area are:

YORKSHIRE WATER, Bradford, BD6 2SZ

OTHER INFORMATION

This search has been produced under the Search Code which is regulated by the PCCB. We are committed to delivering an agreed standard of consumer service and have agreed to abide with The Property Ombudsman scheme (TPOs) This report is based on publicly available information and not all data is available to us. In these cases, we refer you to the vendor's Property Information Form or cover via indemnity insurance.

SOURCES OF INFORMATION

In response to the enquiry for drainage and water information, this search has been prepared following examination of the following data sets: The Public Sewer Map, The Public Map of Water Works (Where available) COMMON DRAINAGE

COMMON DRAINAGE AND SUPPLY TERMS

Adoption of Sewers
Transfers to the Sewerage Undertaker the ownership of sewers and the legal obligation for meeting the cost of their maintenance and improvement to meet increasingly stringent environmental standards.

Sewerage Undertaker
Is a limited company succeeding the former Water Authority and appointed by the Secretary of State to carry out the duties assigned to it by statute. These include the provision, maintenance and improvement of a system of sewers and sewage treatment works.

Combined Sewer
A sewer carrying both foul water as well as surface water.

Foul Sewer
A sewer used to transport mainly foul sewerage to a treatment works.

Private Drain
A sewer in private ownership draining only one property. If there is no cesspool or private treatment work, the drain usually connects with a private or public sewer.

Private Water Supplies
Where a property has no connection to the water mains, a suitable private spring or surface water source may be used. This may require extensive treatment to make the supplies safe and will be subject to examination and control by the Local Environmental Health Officer. Approval under the Building Act 1984 for new building work for domestic properties will not be granted unless adequate water supplies and drainage facilities are available.

Public Sewer
A sewer vested in and maintained by the Sewerage Undertaker. Members of the public generally have the statutory right to connect into and use the public sewer on offering payment of sewerage charges.

Section 104 Agreement
An agreement made between a housing developer and the Sewerage Undertaker under Section 104 of the Water Industry Act 1991, for the adoption of sewers the developer intends to build to serve the new houses.

Septic Tank
A settlement chamber, which provides treatment to sewage and drainage waters. Overflow from the tank goes to a soak-away or drainage field or occasionally to a sewer. Septic tanks are un-powered. Properties operating them are responsible for the operation, maintenance and occasional emptying of the chamber.

Surface Water Sewer
A sewer used only for the transport of uncontaminated surface water or rain water in an area where separate sewerage systems have been provided.

Water Company
A provider of sewerage and possibly water services in an area.

Form No. SRIP DW 02/17
V6
SEARCH REPORT INSURANCE POLICY
Policy Issuer: Dye & Durham (UK) Ltd
Policy Number: SRIPDW(E&W)60-115-4971876

1. **Definitions**

In this policy unless the context otherwise requires:

1.1 "**Actual Loss**" means:

1.1.1 the difference between (i) 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 (ii) 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: a shortfall in the repayment of the outstanding loan amount, upon a sale of the Land by the Lender, which arises directly from an Adverse Entry

provided that First Title's liability under this policy will, under no circumstances, exceed £1,000,000.

1.2 "**Adverse Entry**" means a matter affecting the Land which would have been disclosed in the information provided by an Appropriate Body in response to enquiries in Form CON29 DW (Law Society Copyright, as amended) but which was not contained in the Search Report.

1.3 "**Appropriate Body**" means a water authority or other public body providing information in response to an application made under Form CON29 DW (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 "**Buyer**" means a person or persons who has/have bought an interest in the Land relying upon a Search Report prepared in relation to the Land.

1.6 "**First Title**" means First Title Insurance plc.

1.7 "**Insured**" means all or any of:

1.7.1 a Buyer

1.7.2 a Lender

1.8 "**Know, Known 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.

1.9 "**Land**" means either: i. the residential property that is in or will be in multiple occupation or consists of more than one residential unit, block of flats/maisonettes, the property used for mixed purposes, the commercial property or the agricultural field specified in the Search Report, that is located in England or Wales, that is in existence as at the Policy Date and which shall be used/continue to be used as used or developed at the Policy Date; or ii. the building plot or existing estate/property specified in the Search Report, that is located in England or Wales and that is either: 1. being developed or to be developed as a commercial or residential estate/property in accordance with already granted planning permission/permitted development rights; or 2. to be used for a different purpose in accordance with already granted planning permission/permitted development rights.

1.10 "**Lender**" means a person or body making a loan to the Insured secured over the Land.

1.11 "**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.

1.12 "**Policy Date**" means the date on which the Search Report was prepared.

1.13 "**Policy Issuer**" means Dye & Durham (UK) Ltd who will not be an insured under this Policy.

1.14 "**Search Report**" means a report providing the information contained in Form CON29 DW (Law Society Copyright, as amended) obtained from a private search provider 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 both 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 8 of 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 risks that:

3.1.1 that Insured creates, allows or agrees to at any time

3.1.2 are known to that Insured but not to First Title and do not appear in any records established by the Appropriate Bodies on or before the date of the Search Report

3.1.3 result from unavailable information or similar reply from the Policy Issuer or the Appropriate Body

3.1.4 do not cause that Insured any loss

3.1.5 occur, come into existence or are recorded in public records established by an Appropriate Body after the Policy Date

3.1.6 are disclosed to the Insured during negotiation, correspondence or in reply to enquiries before contract

3.1.7 are disclosed to the Insured as a result of a subsequent search of matters affecting the Land which has been carried out

3.1.8 cause any loss arising by reason of environmental protection legislation or contamination affecting the Land

3.1.9 would be dealt with under a buildings and/or contents insurance policy

3.1.10 are created by an error or omission of the ***Policy Issuer*** or the private search provider who obtained the information for the ***Search Report*** for the ***Policy Issuer***, if applicable

3.1.11 result from the enforcement of statutory rights to discontinue supply or alter methods of charging

3.1.12 relate to any adverse affects caused by The Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011

3.1.13 relate to questions in Form CON29 DW (Law Society Copyright, or any corresponding renumbering on an amended form) affecting risk of low water pressure, flow or quality. This exclusion only applies where the Land consists of a building plot or existing estate/property that is either: 1. being developed or to be developed as a commercial or residential estate/property in accordance with already granted planning permission/permitted development rights; or 2. to be used for a different purpose in accordance with already granted planning permission/permitted development rights.

3.1.14 arise or result from the developer's default in providing a connected drainage and water system to the Land that has been or will be duly adopted where that was the intention.

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 DW 02/17.

5.1.1 by post to the Claims Department, First Title Insurance Plc, 42 Trinity Square, London EC3N 4DJ; and/or

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 10 and 11 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 being the policy number, SRIP DW 02/17 and the address of the Land and be delivered to the Claims Department, First Title Insurance plc, 42 Trinity Square, London EC3N 4DJ.
19. **Privacy Policy**
    First Title's privacy notice has been updated to reflect how we use the Insured'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 under register number 202103.

POLICY SUMMARY FOR SEARCH REPORT INSURANCE POLICY



1. **This summary.**

   This document provides a summary of the key features of the Search Report Insurance Policy under which insurance will be given to individual Insureds and Lenders. This document does not contain the full terms and conditions of the Search Report Insurance Policy. These can be found in the specimen policy document provided with this document. This summary 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 you read the policy itself. The policy is a legally binding contract between each Insured and First Title Insurance plc, and places obligations on the Insured. Please refer to paragraphs 5, 6, 7 and 13 of the policy which details the obligations on the Insured.

2. **The Insurer.**

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

3. **Type of insurance.**

   The insurance given under the Search Report Insurance Policy protects against Actual Loss up to the maximum sum as detailed in paragraph 1.1 of the policy, suffered because of any adverse circumstance which existed in the records of an Appropriate Body and affected the Land at the time a Search Report was compiled but was not fully disclosed in the Search Report. See the Coverage Statement in paragraph 2 of the policy.

4. **What does the policy not cover?**

   All of the matters which are excluded from cover are detailed in paragraph 3 of the Search Report Insurance Policy. Please read this part of the policy carefully.

5. **Limitations of the Policy.**

   The insurance given under the Search Report Insurance Policy is a contract of indemnity against Actual Loss and any payment under it will not exceed the amounts detailed in paragraph 1.1 of the policy, which should be referred to.

6. **Cancellation Terms.**

   Because the interests of a number of persons may all be protected at the same time by insurance given under the Search Report Insurance 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. See paragraph 17 of the policy.

7. **Term of the Policy.**

   Cover under insurance given under the Search Report Insurance Policy starts on the Policy Date as defined within the Search Report Insurance Policy and protects only the persons specified in the policy as an "Insured" and does not continue to protect any purchaser from an Insured. Each person who is insured should check periodically to ensure that the policy still meets their needs. Please refer to paragraph 2 of the policy.

8. **Claims.**

Anyone wishing to claim under the insurance given under the Search Report Insurance Policy must advise First Title in writing as soon as possible after becoming aware of any claim or circumstance which might entitle them to make a claim. Please see paragraphs 5, 6, 7 and 13 of the policy.

9. **Queries.**

If you require further information or have any queries regarding the policy you should contact First Title Insurance plc at 42 Trinity Square, London EC3N 4DJ.

10. **Complaints.**

If you wish to complain about any aspect of the service you have received regarding the insurance policy, please contact First Title Insurance plc at 42 Trinity Square, London EC3N 4DJ. Please quote the policy number and reference SRIP DW 02/17.

If your complaint is not dealt with to your satisfaction you may 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 your complaint. Making a complaint will not prejudice your right to take legal proceedings.

11. **Compensation**

Should First Title Insurance plc become unable at any time to meet claims against it the Financial Services Compensation Scheme will protect your interests. There are maximum levels of compensation you can receive under the Scheme. You will normally be covered for at least 90% of the payment due under your policy. For further information the Insured can contact the Scheme helpline on 0800 678 1100 or 0207 741 4100 or visit their website at www.fscs.org.uk.

12. **Price**

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

First Title Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial service complaints we cannot settle may be referred to the Financial Ombudsman Service.

First Title Insurance is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority
First Title Insurance plc, Registered in England No. 1112603. Registered Address: 42 Trinity Square, London EC3N 4DJ.

Contact

If you would like to speak to someone regarding this search, please contact us at one of the following:

Dye & Durham (UK) Limited
Ground Floor, 1 Capitol Court,
Dodworth, Barnsley,
South Yorkshire
S75 3TZ
Email uksearchsupport@dyedurham.com
Phone 0800 038 8350

Terms & Conditions

Our Supply terms for this search can be found here:
Dye & Durham Terms & Conditions

Important Consumer Protection Information

This search has been produced by Dye & Durham (UK) Limited, Ground Floor, 1 Capitol Court, Dodworth, Barnsley, South Yorkshire S75 3TZ, Phone 0800 038 8350, Email uksearchsupport@dyedurham.com 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 homebuyers, sellers, estate agents, conveyancers and mortgage lenders who rely on the information included in property search reports undertaken by subscribers on residential and commercial property within the United Kingdom
- sets out minimum standards which firms compiling and selling search reports have to meet
- promotes the best practice and quality standards within the industry for the benefit of consumers and property professionals
- enables consumers and property professionals to have confidence in firms which subscribe to the code, their products and services

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

The Code's core principles

Firms which subscribe to the Search Code will:

- display the Search Code logo prominently on their search reports
- act with integrity and carry out work with due skill, care and diligence
- at all times maintain adequate and appropriate insurance to protect consumers
- conduct business in an honest, fair and professional manner
- handle complaints speedily and fairly
- ensure that products and services comply with industry registration rules and standards and relevant laws
- monitor their compliance with the Code.

COMPLAINTS

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

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

TPOs Contact Details:

The Property Ombudsman
Unit 159756
PO Box 7169
Poole
BH15 9EL
Tel: 01722 333306
Fax: 01722 332296
Web site: www.tpos.co.uk
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

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.

Complaints should be sent to:
The Compliance Officer
Dye & Durham (UK) Limited
Ground Floor, 1 Capitol Court,
Dodworth, Barnsley,
South Yorkshire
S75 3TZ
Email: uksearchsupport@dyedurham.com | Phone: 0800 038 8350

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): Tel: 01722 333306, E-mail: admin@tpos.co.uk.
We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.