The Coal Authority

Issued by:
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CUSTOMER SERVICES,
LANDMARK INFORMATION GROUP LTD,
7 ABBEY COURT,
SOWTON,
EXETER,
DEVON,
EX2 7NY

Person dealing with this matter:	**Ken Rowe**
Our reference:	**00068054-06**
Your reference:	20558047_1
Electronic Ref:	EME_00005661290001_005
RRUID:	*005.00005661290001*
Date of your enquiry:	**07 November 2006**
Date we received your enquiry:	**07 November 2006**
Date of issue:	**08 November 2006**

This report is for the property described in the address below and the attached plan.

Coal and Brine Report

Plot, Gransmoor Avenue, Openshaw, Greater Manchester

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

Coal mining	Yes
Brine extraction	No

Information from the Coal Authority

Underground Coal Mining

Past

The property is not in the likely zone of influence of any past underground coal workings.

Present

The property is not in the likely zone of influence of any present underground coal workings.

Future

The property is not in an area for which the Coal Authority is determining whether to grant a licence to remove coal using underground methods.

The property is not in an area for which a licence has been granted to remove coal using underground methods.

PLANNING
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REPLIED
14 APR 2006

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The property is not in an area that is likely to be affected at the surface from any planned future workings.

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

No notice of the risk of the land being affected by subsidence has been given under section 46 of the Coal Mining Subsidence Act 1991.

Mine entries

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

Coal-mining geology

At the surface, there are no known faults or other lines of weakness due to coal mining that have made the property unstable.

Opencast Coal Mining

Past

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

Present

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

Future

The property is not within 800 metres of the boundary of an opencast site for which the Coal Authority is determining whether to grant a licence to remove coal by opencast methods.

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

Coal-mining subsidence

The Coal Authority has not received a damage notice or claim for the property since 1 January 1984. There is no current Stop Notice delaying the start of remedial works or repairs to the property.

The Coal Authority has not received a request to carry out preventive work before coal is worked under section 33 of the Coal Mining Subsidence Act 1991.

Mine gas

There is no record of a mine gas emission requiring action by the Coal Authority within the boundary of the property.

Hazards related to coal mining

The property has not been subject to remedial works, by or on behalf of the Authority, following the reporting of an alleged coal mining related hazard under its Emergency Surface Hazard Call Out procedures.

Information from the Cheshire Brine Subsidence Compensation Board

The property lies outside the Cheshire Brine Compensation District.

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Additional remarks

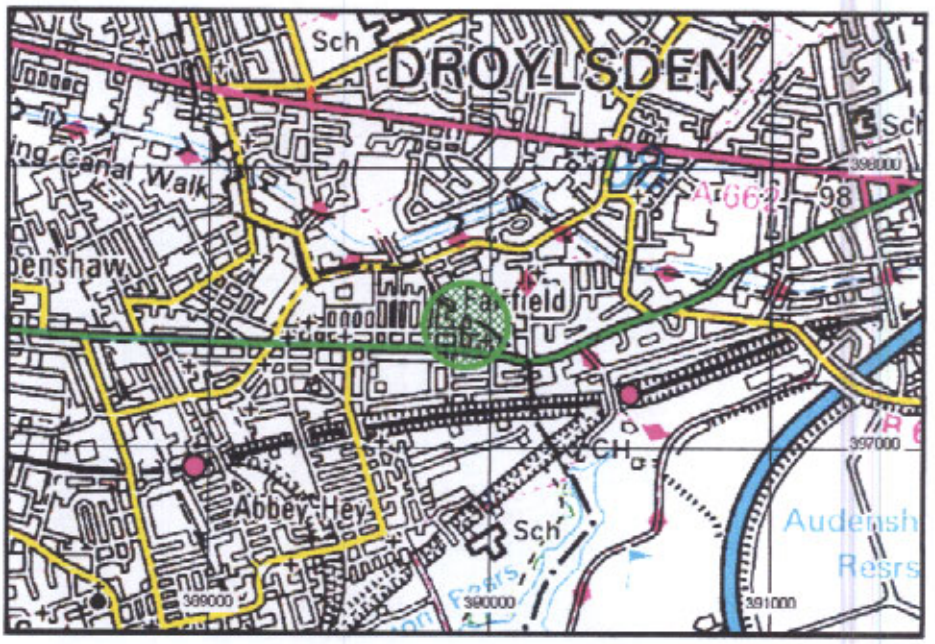
This report is prepared in accordance with the Law Society's Guidance Notes 2006, the User Guide 2006 and the Coal Authority and Cheshire Brine Board's Terms and Conditions 2006. The report is compliant with Home Information Pack requirements.

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

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

Location map

Approximate position of property



Enquiry boundary

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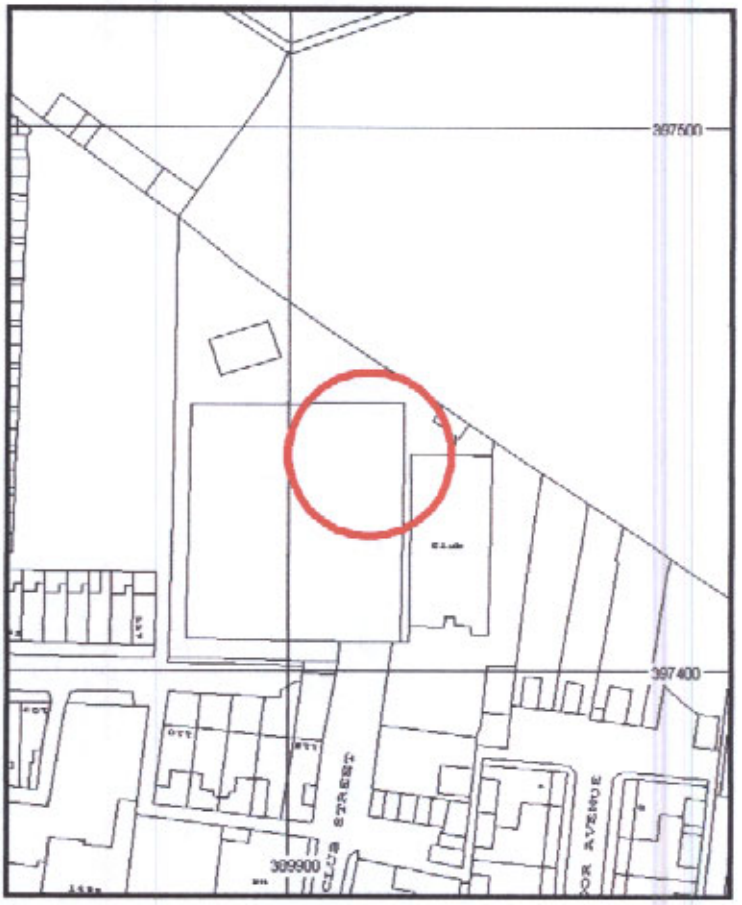

Key

Approximate position of enquiry boundary shown

Policy Summary - Coal & Brine Search Report Insurance

This is a summary of the significant features, benefits and limitations of the cover provided by the coal & brine search report policy of insurance. The full terms, conditions and exclusions are shown in the policy document.

The coal & brine search report policy has been devised and arranged by Tyser & Co. Ltd - Insurance Brokers.

In this summary:-

You/your means the person insured by the policy. You may be:

(i) the person who asked for the coal & brine search report in connection with their purchase of the property (and their mortgagee);

(ii) the person who purchased the property (and their mortgagee), if the person selling the property has asked for a coal & brine search report for your benefit as part of a sellers' pack, Home Information Pack, or if the property has been purchased by way of auction;

(iii) the owner of the property (and their mortgagee) if you are remortgaging the property or if you choose to obtain a coal & brine search report.

We/us means the insurer, Groupama Insurance Company Limited. Registered Office: Groupama House, 24-26 Minories, London EC3N 1DE. Authorised and regulated by the Financial Services Authority.

TCA means The Coal Authority, 200 Lichfield Lane, Mansfield, Nottinghamshire NG18 4RG. They are responsible for producing the coal & brine search report, issuing the policy, collecting premiums and declaring the existence of the policy to us.

Administrator means Legal & Contingency Limited, 19-21 Great Tower Street, London EC3R 5AR. Authorised and regulated by the Financial Services Authority.

Type of insurance and cover provided by the policy

a. This policy is evidenced by the policy that is attached to the coal & brine search report provided by The Coal Authority in respect of a search in form Con29M (2006 Edition).

b. Where a coal & brine search report has been obtained in connection with a sale of the property, cover is provided for the benefit of a purchaser and their lender; in the case of a remortgage or where the existing owner chooses to obtain a coal & brine search report, cover is provided for the benefit of the owner and their lender.

c. The policy offers protection against loss sustained by the owner of the property if any new problems or adverse entries are revealed in a subsequent coal & brine search report which were not revealed by the original report to which the policy was attached.

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

a. Cover is provided for loss that you suffer up to an amount of £20,000.00

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

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

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

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

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

Significant or unusual Exclusions or Conditions under the policy

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

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

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

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

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

Making a Claim

Please write with details of any circumstances likely to give rise to a claim under this Policy to Legal & Contingency Limited at 19-21 Great Tower Street, London, EC3R 5AR enclosing a copy of the policy together with a copy of the original coal & brine search report to which the policy was attached and also a copy of the subsequent coal & brine search report. Please be aware of Conditions 3, 4 and 5 of the policy.

Complaints Procedure

We aim to provide an excellent service. If you have any cause for complaint you should contact Legal & Contingency Limited, 19-21 Great Tower Street, London EC3R 5AR or DX: 843 London/City Tel: 020 7397 4363 Fax: 020 7397 4364. Please quote the details of the policy (surname and initials, policy number, Property address etc). If the matter is not resolved to your satisfaction, please write to the Insurer at: Groupama Insurance Company Limited, Groupama House, 24-26 Minories, London EC3N 1DE

You may also have a right to referral to the Financial Ombudsman Service who can be contacted on 0845 080 1800 or emailed at complaint.info@financial-ombudsman.org.uk

Financial Service Compensation Scheme (FSCS)

The Insurer is covered by the FSCS. If the Insurer is unable to meet its obligations under this Policy the Insured may be entitled to compensation. You may contact the FSCS on 020 7892 7300 for further details.

How we will use your data

Legal & Contingency Limited holds data in accordance with the Data Protection Act 1998. It may be necessary for us to pass data to other organisations that supply products and services associated with this contract of insurance. In order to verify information and to prevent and detect fraud, we may share information you give us with other organisations and public bodies, who access and update various databases, including those held by the Police. If you give us false or inaccurate information and we suspect fraud, we will record this and the information will be available to other organisations that have access to the database(s). We can supply details of the databases we access or contribute to, on request.

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Coal and Brine Report Insurance Policy

Property: Plot, Gransmoor Avenue, Openshaw, Greater Manchester,

This Policy attaches to and provides cover in respect of the attached COAL AND BRINE REPORT. Subject to the terms, conditions and limitations detailed in this Policy.

Signed for and on behalf of the Insurer.

P Brocklehurst

Peter Brocklehurst, Managing Director, Legal and Contingency Limited

Definitions

Where a word is defined below it shall carry the same meaning wherever it appears in CAPITAL text in this Policy.
YOU/YOUR - means the person insured by this Policy. YOU may be:
(i) the person who asked for the COAL & BRINE SEARCH REPORT in connection with YOUR purchase of the PROPERTY (and YOUR mortgagee);
(ii) the person who purchased the PROPERTY (and YOUR Mortgagee) if the person selling the PROPERTY has asked for a COAL & BRINE SEARCH REPORT for YOUR benefit as part of a seller's pack, Home Information Pack or if the PROPERTY has been purchased by way of auction;
(iii) the owner of the PROPERTY (and YOUR mortgagee) if YOU are remortgaging the PROPERTY or if YOU choose to get a COAL & BRINE SEARCH REPORT.
WE/US/OUR - means the Insurer, Groupama Insurance Company Limited. Registered Office: Groupama House, 24-26 Minories, London EC3N 1DE. Authorised and regulated by the Financial Services Authority.
TCA - means The Coal Authority, 200 Lichfield Lane, Mansfield, Nottinghamshire NG18 4RG. TCA are responsible for producing the COAL & BRINE SEARCH REPORT, issuing this Policy, collecting premiums and declaring the existence of this Policy to US.
ADMINISTRATOR - means Legal & Contingency Limited, 19-21 Great Tower Street, London EC3R 5AR. Authorised and regulated by the Financial Services Authority.
EFFECTIVE DATE - means the date of the COAL & BRINE SEARCH REPORT attached to this Policy.
COAL & BRINE SEARCH REPORT - means the attached COAL & BRINE SEARCH REPORT that TCA has prepared for the PROPERTY following a search carried out on form Con29M (2006 Edition), which provides information compiled from:
(i) TCA's records in relation to past, present and future underground and opencast coal-mining activity, shafts and adits, coal-mining geology, coal-mining related hazards, coal-mining subsidence and mine gas;
(ii) the records of the Cheshire Brine Subsidence Compensation Board in relation to Cheshire Brine.
LIMIT OF INDEMNITY - means an amount of £20,000.00.
MARKET VALUE - means the value set by a SURVEYOR who YOU and WE have agreed to appoint (or, if we could not agree, who an arbitrator has appointed). WE would normally suggest using the district valuer from YOUR local valuation office agency.
PERIOD OF INSURANCE - means the period from the EFFECTIVE DATE until:
(i) YOU sell the PROPERTY, or
(ii) the mortgage is paid off, if YOU are the mortgagee.
PREMIUM - means the total amount of £2.00 paid in consideration of the cover that WE provide under this Policy representing £1.90 plus insurance premium tax of £0.10p.
PROPERTY - means the property, the address of which appears at the top of this Policy, for which TCA have provided the attached COAL & BRINE SEARCH REPORT.
SURVEYOR - means a person WE have approved who has one or more of the following qualifications: FRICS or MRICS.

Cover

As long as TCA has collected the PREMIUM, WE will cover YOU up to the LIMIT OF INDEMNITY for all claims made during the PERIOD OF INSURANCE for loss YOU suffer.
In this Policy, loss means:
(i) the reduction in the MARKET VALUE of YOUR interest in the PROPERTY caused only and directly by any changes in the information revealed in a subsequent coal & brine search report which was not revealed in the COAL & BRINE SEARCH REPORT attached to this Policy which was carried out on the EFFECTIVE DATE. Such reduction in MARKET VALUE to be calculated at the date of the subsequent coal & brine search report: and
(ii) all other costs and expenses incurred which WE have agreed, in writing, to cover.

Exclusions

1. WE will not pay more than the LIMIT OF INDEMNITY in total for any reduction in MARKET VALUE of YOUR interest in the PROPERTY and costs and expenses covered by this Policy. YOU cannot claim the benefit of more than one policy provided by US in this form in relation to the PROPERTY.
2. WE will not be responsible for any loss YOU might suffer:
   (i) if at the date of the claim you are not the legal or beneficial owner of the PROPERTY;
   (ii) if the PROPERTY is not a single private home in the United Kingdom which is used only for residential purposes.

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(iii) in relation to the loss of a transaction for the sale or for the purchase of the PROPERTY nor for any costs incurred by You in relation to the loss of such transaction;

(iv) in respect of structural or other physical damage caused to the PROPERTY by subsidence, flooding or otherwise. For the avoidance of doubt, this Policy does not provide buildings or contents insurance cover.

3. WE will not be responsible for any loss as a result of:

(i) an entry on any subsequent coal & brine search report after the EFFECTIVE DATE, if this entry also appears on the attached COAL & BRINE SEARCH REPORT;

(ii) any problem revealed by the first coal & brine search report after the EFFECTIVE DATE if YOU or YOUR legal representatives knew about the problem on or before the EFFECTIVE DATE;

(iii) any change to the enquiries answered in the COAL & BRINE SEARCH REPORT, made after the EFFECTIVE DATE which affects this Policy if WE would not have been responsible for the loss before the legislation or changes;

(iv) any change in the interpretation of the data upon which the COAL & BRINE SEARCH REPORT was produced, provided that such data remains unaltered.

4. WE will not be responsible for any loss which TCA or the Cheshire Brine Subsidence Compensation Board may be required to pay by law.

Conditions

1. The laws of England and Wales apply to this Policy.
2. YOU cannot transfer the benefits of this Policy to anyone else. However, if YOU die during the PERIOD OF INSURANCE, WE agree that the benefits will pass to YOUR estate and beneficiaries.
3. If YOU receive information about any claim, loss or incident which WE may be responsible for under this insurance, YOU must contact the ADMINISTRATOR as soon as possible with full details, including a copy of the original COAL & BRINE SEARCH REPORT, this Policy, and the coal & brine search report that reveals a problem.
4. If there is any claim under this Policy which is also covered by any other insurance, WE will not pay more than OUR share of the claim and any costs an expenses connected with it.
5. YOU agree to do and permit to be done all things that WE consider necessary to minimise loss under this Policy. WE will be responsible for any expenses incurred in connection with this condition.
6. YOU must not make any offer, promise or payment or incur any costs or expenses unless WE have agreed, in writing, to cover these costs and expenses.
7. If YOU deliberately make a false claim, WE will cancel this Policy and will not make any payment for the claim.
8. If there is a claim under this Policy, WE have the right to instruct a SURVEYOR to assess the MARKET VALUE of the PROPERTY.

Making a Claim

Please write with details of any circumstances likely to give rise to a claim under this Policy to the ADMINISTRATOR, Legal & Contingency Limited at 19-21 Great Tower Street, London, EC3R 5AR enclosing a copy of this Policy together with a copy of the original COAL & BRINE SEARCH REPORT that is attached to it and a copy of the subsequent coal & brine search report that *reveals the problem. Please be aware of the Conditions of this Policy.*

Complaints Procedure

WE aim to provide an excellent service. If YOU have any cause for complaint YOU should, in the first instance, contact the ADMINISTRATOR, Legal & Contingency Limited, 19-21 Great Tower Street, London, EC3R 5AR Tel: 020 7397 4363 Fax: 020 7397 4364. Please quote the details of the Policy (type of policy, surname and initials, policy number, property address etc).

If the matter is not resolved to YOUR satisfaction, please write to US at: Groupama Insurance Company Limited, Groupama House, 24-26 Minories, London EC3N 1DE

YOU may also have a right to referral to the Financial Ombudsman Service who can be contacted on 0845 080 1800 or emailed at complaint.info@financial-ombudsman.org.uk

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WE are covered by the FSCS. If WE are unable to meet OUR obligations under this Policy YOU may be entitled to compensation. YOU may contact the FSCS on 020 7892 7300 for further details.

How we will use your data

Legal & Contingency Limited holds data in accordance with the Data Protection Act 1998. It may be necessary for US to pass data to other organisations that supply products and services associated with this contract of insurance. In order to verify information, and to prevent and detect fraud, WE may share information YOU give US with other organisations and public bodies, who access and update various databases, including those held by the Police. If YOU give us false or inaccurate information and WE suspect fraud, WE will record this and the information will be available to other organisations that have access to the database(s). WE can supply details of the databases WE access or contribute to, on request.

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