



Personal Search Report

For the attention of:	XIF User
Company Name:	HC - MDA Advantage
Your Reference:	propertyID857537 985226
Our Reference:	6098081
Property Address:	3 The Slade Witcham Ely Cambridgeshire CB6 2LA
Search Prepared and Conducted By:	Matthew Harrison
Date:	09/Nov/2009

MDA SearchFlow Ltd has a contractual relationship/personal relationship with:

Name of Vendor:	Details not Provided
Name of Estate Agents:	Details not Provided
Name of HIP Provider:	MDA Advantage
Name of Solicitor/Conveyancer:	Details not Provided



ASSOCIATION OF
HOME INFORMATION
PACK PROVIDERS



This search has been produced by PSA which is a trading name of MDA SearchFlow Limited, registered with the Property Codes Compliance Board as a subscriber to the Search Code. MDA SearchFlow Limited is registered in England & Wales with company number 04084804. Registered Office: Eversheds House, Great Bridgewater Street, Manchester, M1 5ES. VAT Number 765208620.

1 Planning and Building Regulations

1.1 Planning and Building Regulation Decisions and Pending Applications

Which of the following relating to the property have been granted, issued or refused or (where applicable) are the subject of pending applications -

- | | | |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1 (a) | a planning permissions | Please refer to Part III of the Local Land Charges Register or the Planning Register, as applicable. |
| 1.1 (b) | a listed building consent | Please refer to Part III of the Local Land Charges Register or the Planning Register, as applicable. |
| 1.1 (c) | a conservation area consent | Please refer to Part III of the Local Land Charges Register or the Planning Register, as applicable. |
| 1.1 (d) | a certificate of lawfulness of existing use or development | Please refer to Part III of the Local Land Charges Register or the Planning Register, as applicable. |
| 1.1 (e) | a certificate of lawfulness of proposed use or development | Please refer to Part III of the Local Land Charges Register or the Planning Register, as applicable. |
| 1.1 (f) | building regulation approval | Please refer to the Building Control Register as applicable. |
| 1.1 (g) | a building regulation completion certificates | Please refer to the Building Control Register as applicable. |
| 1.1 (h) | Certificate of compliance of a replacement window, roof light, roof window or glazed door.
How can copies of any of the above be obtained? | Please refer to the Building Control Register as applicable.
By Written Application to the Building Control Department/Planning Department. |

1.2 Planning Designations and Proposals

What designations of land use for the property or the area, and what specific proposals for the property, are contained in any existing or proposed development plan?

Please see Additional Information

2 Roads

Which of the roads, footways and footpaths named in the application for this search (via boxes B and C) are

- | | | |
|-----|--------------------------------------------------------------------------------------|------------------------|
| (a) | highways maintainable at public expense | The Slade - Is Adopted |
| (b) | subject to adoption and, supported by a bond or bond waiver. | N/A |
| (c) | to be made up by a local authority who will reclaim the cost from the frontagers; or | N/A |
| (d) | to be adopted by a local authority without reclaiming the cost from the frontagers? | N/A |
- comments regarding the above roads

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- 3.1 Is the property included in land required for public purposes?
No
- 3.2 Land to be acquired for Road Works
Is the property included in land to be acquired for road works? No
- 3.3 Drainage Agreements and Consents
Do either of the following exist in relation to the property-
- 3.3 (a) An agreement to drain buildings in combination into an existing sewer by means of a private sewer; or
If the local authority held these records, and if any entries existed they would have been revealed here. As there are no entries revealed you will need to order a CON29DW from the Water Company located at:

Geodesys (Anglian Water Services Ltd)
PO Box 485
Huntingdon
PE29 6YB
- 3.3 (b) An agreement or consent for (i) a building, or (ii) extension to a building on the property, to be built over, or in the vicinity of a drain, sewer or disposal main?
If the local authority held these records, and if any entries existed they would have been revealed here. As there are no entries revealed you will need to order a CON29DW from the Water Company located at:

Geodesys (Anglian Water Services Ltd)
PO Box 485
Huntingdon
PE29 6YB
- 3.4 Nearby Road Schemes
Is the property (or will it be) within 200 metres of any of the following -:
- 3.4 (a) the centre line of a new trunk road or special road specified in an order, draft order or scheme; No
- 3.4 (b) the centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; No
- 3.4 (c) the outer limits of construction works for a proposed alteration or improvement to an existing road involving (i) construction of a roundabout (other than a mini roundabout) or (ii) widening by construction of one or more additional traffic lanes; No
- 3.4 (d) the outer limits of (i) construction of a new road to be built by a local authority; (ii) an approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; or (iii) construction of a roundabout (other than a mini roundabout) or widening by construction of one or more additional traffic lanes; No
- 3.4 (e) the centre line of the proposed route of a new road under proposals published for public consultation; or No
- 3.4 (f) the outer limits of (i) construction of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; (ii) construction of a roundabout (other than a mini roundabout); or (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation? No

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- 3.5 Nearby Railway Schemes
Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail? No
- 3.6 Traffic Schemes
Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths (named in Box B) which abut the boundaries of the property
- 3.6 (a) permanent stopping up or diversion No
- 3.6 (b) waiting or loading restrictions No
- 3.6 (c) one way driving No
- 3.6 (d) prohibition of driving No
- 3.6 (e) pedestrianisation No
- 3.6 (f) vehicle width or weight restriction No
- 3.6 (g) traffic calming works including road humps No
- 3.6 (h) residents parking controls No
- 3.6 (i) minor road widening or improvement No
- 3.6 (j) pedestrian crossings No
- 3.6 (k) cycle tracks No
- 3.6 (l) bridge construction No
- 3.7 Outstanding Notices
Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this Schedule:
- (a) building works; No
- (b) environment; No
- (c) health and safety; No
- (d) housing; No
- (e) highways; or No
- (f) public health? No
- 3.8 Contravention of Building Regulations
Has a local authority authorised in relation to the property any proceedings for the contravention of any provision contained in Building Regulations? No
- 3.9 Notices, Orders, Directions and Proceedings under Planning Acts
Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:-

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3.9 (a)	an enforcement notice	No
3.9 (b)	a stop notice	No
3.9 (c)	a listed building enforcement notice	No
3.9 (d)	a breach of condition notice	No
3.9 (e)	a planning contravention notice	No
3.9 (f)	another notice relating to breach of planning control	No
3.9 (g)	a listed building repairs notice	No
3.9 (h)	in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation	No
3.9 (i)	a building preservation notice	No
3.9 (j)	a direction restricting permitted development	No
3.9 (k)	an order revoking or modifying planning permission	No
3.9 (l)	an order requiring discontinuance of use or alteration or removal of building or works	No
3.9 (m)	a tree preservation order	No
3.9 (n)	proceedings to enforce a planning agreement or planning contribution?	No
3.10	Conservation Area Do the following apply in relation to the property-	
3.10 (a)	(a) the making of the area a Conservation Area before 31 August 1974; or	No
3.10 (b)	(b) an unimplemented resolution to designate the area a Conservation Area?	No
3.11	Compulsory Purchase Has any enforceable order or decision been made to compulsorily purchase or acquire the property?	No
3.12	Contaminated Land Do any of the following apply (including any relating to land adjacent to or adjoining the property which has been identified as contaminated land because it is such a condition that harm or pollution of controlled waters might be caused on the property):-	
3.12 (a)	a contaminated land notice;	If any entries in the register of contaminated land existed they would have been revealed here. As there is not a positive answer here then there were no entries revealed or the register is still being compiled. We would however recommend that you consider ordering an Environmental Report which can be obtained through our website or contacting our office directly.
3.12 (b)	in relation to a register maintained under section 78R of the Environmental Protection Act 1990:- (i) a decision to make an entry; or	If any entries in the register of contaminated land existed they would have been revealed here. As there is not a positive answer here then there were no entries revealed or the register is still being compiled. We would however recommend that you consider ordering an Environmental Report which can be obtained through our website or contacting our office directly.

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3.12 (c) consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990 before the service of a remediation notice?

If any entries in the register of contaminated land existed they would have been revealed here. As there is not a positive answer here then there were no entries revealed or the register is still being compiled. We would however recommend that you consider ordering an Environmental Report which can be obtained through our website or contacting our office directly.

3.13 Radon Gas

Do records indicate that the property is in a 'Radon Affected Area' as identified by the Health Protection Agency?

Property is shown within an area not affected by Radon Gas on the Radon Atlas produced by the Health Protection Agency. We recommend that you obtain an "Envirosearch Residential" that details Radon Affected Areas and Level of Protective Measures. Please contact us to order this report.

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Local Land Charges Register Parts Applicable are listed below

Part III

Date	Reference
12/08/1976	--

Within an Area designated as an Area of Special Control of Advertisements

The County of Cambridgeshire and Isle of Ely (Area of Special Control of Advertisements) Order 1974.
Approved by the Secretary of State for the Environment

on the 15th March 1976.

08/08/1989 88/01584/OUT

Conditional Permission

Outline Application. Conditional Planning Permission dated 28/07/1989.

Erection of a detached dwelling together with single garage and parking to adjacent cottage.

08/08/1989 89/00291/CAC

Conditional Conservation Area Consent

Conservation Area Consent. Conditional Planning Permission dated 03/07/1989.

Demolish existing barn.

12/10/1987 87/00348/FUL

Conditional Permission

Full Application. Conditional Planning Permission dated 24/09/1987.

New vehicular access onto The Slade.

Planning Register

(Please note that we check the planning registers back to 1990. Details prior to 1990 are available upon a written application to the council but maybe subject to a fee. The council address is shown at the end of this report)

Date	Reference
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Please refer to Part III Local Land Charges Register

Building Control Register

(Please note that we check the planning registers back to 1990. Details prior to 1990 are available upon a written application to the council but maybe subject to a fee. The council address is shown at the end of this report)

Date	Reference
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Other details

No entries revealed.

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Additional Information

Local Plan Policies

District adopted.

Within Development Envelope.

Within Conservation Area.

LOCAL DEVELOPMENT FRAMEWORK.

Current Local Authority records indicate that there are no confirmed Local Development Framework Site Specific Policies affecting property, however future expansion of housing is planned. Further information regarding LDF Progress can be found on Councils Web Site.

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General Information About This Search

Reference Source Information

Save for information provided verbally by a member of the council, all the information in this report has been obtained by a physical inspection of the Local Land Charges Register, the Planning Register, the Local and/or Unitary Development Plans, the Register of Adopted Highways, the councils Transport & Policies Programme, the local and/or county council websites and the Highways Agency website.

If you wish to obtain copies of any documents you should submit a written application to the council offices located at: -

East Cambridgeshire District Council
The Grange
Nutholt Lane
Ely
Cambridgeshire
CB7 4PL

Declaration

To the best of our knowledge neither the person/s named on the front page that prepared or conducted this report has any previous relationship or business relationship with any person involved in the sale of the property being the subject of this report

Complaints Procedure

If you want to make a complaint, we will deal with it speedily and fairly. We will:

- Acknowledge your complaint within 5 working days of receipt.
- Try and resolve your complaint fully within 4 weeks of receipt. If there are valid reasons for consideration of the complaint taking longer, we will keep you fully informed in writing or via telephone or email as you prefer and you will receive a response at the very latest within 8 weeks.
- Liaise with counselling organisations acting on your behalf, if you ask us to.
- Send you a final decision on the complaint in writing.

If you are not satisfied with the final decision, you may refer the complaint to the Independent Property Codes Adjudication Scheme (IPCAS) and we will give you contact details. We will co-operate fully with the independent adjudicator during the consideration of a complaint by the IPCAS and comply with any decision.

Complaints should be sent to:

Customer Services, MDA SearchFlow Limited, 42 Kings Hill Avenue, Kings Hill, West Malling Kent, ME19 4AJ
(Telephone:) Email: hrips@searchflow.co.uk

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Terms of Preparation of Search

This search report has been prepared with reasonable care and skill by trained staff. Any responsible person may copy or issue a copy of this report for the purposes of complying with any of the following provisions: Regulations 5, 6, 8(i)(ii), 8(k), 8(l) and 24 of the Home Information Pack (no.2) Regulations 2007 and sections 156(1), (2) and (11) of the Housing Act 2004.

Third Party Contractual Rights

This search report has been prepared for the SearchFlow client referred to on page 1 of the report but any of the contractual provisions required by the Home Information Pack (no.2) Regulations 2007 may be enforced by the seller, a potential or actual buyer of the property and a mortgage lender in respect of the property, and may be enforced by such persons in their own right whether or not they are a party to such a contract.

Person Responsible

MDA SearchFlow Ltd is a company registered in England & Wales under company number 04084804 with its Registered Office at Eversheds House, 70 Great Bridgewater Street, Manchester, M1 5ES and is the person responsible in respect of any negligent or incorrect entry in the records searched; any negligent or incorrect interpretation of the records searched; and any negligent or incorrect recording of that interpretation in the search report.

Insurance

This search is covered by indemnity insurance to cover any liability under the Home Information Pack (no.2) Regulations 2007 including liability arising from missing or erroneous answers. The insurance policy provided by First Title is attached to this report.

FSA

MDA SearchFlow Limited is FSA registered (312643)

TERMS & CONDITIONS

Please note that our terms & conditions can be viewed by visiting our website at: www.searchflow.co.uk

If you do not have access to the website you can request a copy by writing to us at 42 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4AJ

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PCCB – Search Code

Consumer Information

Important Protection

The Search Code provides protection for homebuyers, sellers, conveyancers and mortgage lenders, who rely on property search reports carried out on residential properties within the United Kingdom. It sets out minimum standards which organisations compiling and/or selling search reports have to meet. This information is designed to introduce the Search Code to you.

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

The Code's main commitments

The Search Code's key commitments say that search organisations will:

- Provide search reports which include the most up-to-date available information when compiled and an accurate report
- Deal promptly with queries raised on search reports
- Handle complaints speedily and fairly.
- At all times maintain adequate and appropriate insurance cover to protect you.
- Act with integrity and ensure that all search services comply with relevant laws, regulations and industry standards

Keeping to the Search Code

How search organisations maintain compliance with the Search Code is monitored independently by the Property Codes Compliance Board (PCCB). If you have a query or complaint about your search, you should raise it directly with the firm, and if appropriate ask for your complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final resolution after your complaint has been formally considered or if the firm has exceeded the response timescales, you may refer your complaint to the Independent Property Codes Adjudication Scheme (IPCAS). IPCAS can award compensation of up to £5,000 to you if it finds that you have suffered loss as a result of your search provider failing to keep to the Code.

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

IPCAS Contact Details: Telephone: 020 7520 3800 E-mail: info@idrs.ltd.uk

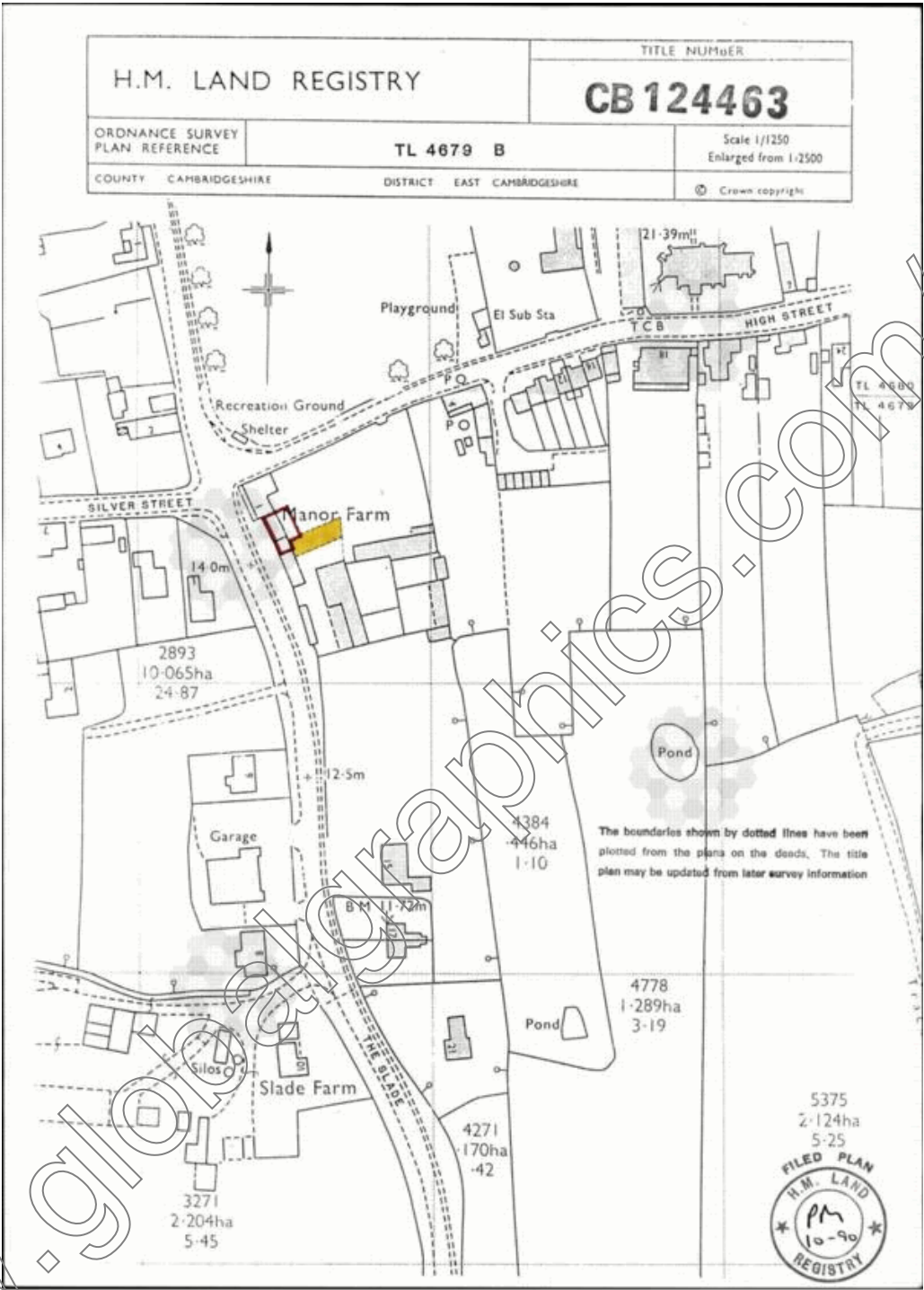
You can also get more information about the PCCB and IPCAS from the PCCB website at: www.propertycodes.org.uk

PLEASE ASK YOUR SEARCH ORGANISATION IF YOU WOULD LIKE A COPY OF THE FULL SEARCH CODE



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Form No SRIP 11/08

SEARCH REPORT INSURANCE POLICY

Policy Issuer: MDA SearchFlow Limited

Policy Number: 60-026-000000

1. Definitions

In this policy unless the context otherwise requires:

- 1.1 **"Actual Loss"** (which in the case of a Buyer and Potential Buyer will not exceed the amount either reasonably believes to be the value of the Land at the Policy Date and assuming residential use of the Land) means:
 - 1.1.1 in respect of a Buyer:
 - (a) the difference between the Market Value of the Land without an Adverse Entry and the Market Value as reduced by the effect of an Adverse Entry
 - (b) the cost of demolishing, altering or reinstating any part of the Land to comply with an order made by an Appropriate Body
 - (c) the amount required to pay any charges or other financial liabilities registered against the Land
 - 1.1.2 in respect of a Potential Buyer: any sums actually expended by the Potential Buyer in contemplation of buying the Land
 - 1.1.3 in respect of a Seller: actual financial loss
 - 1.1.4 in respect of a Lender: the difference between the amount of loan outstanding at the time the Lender becomes aware of an Adverse Entry and the amount recovered by the Lender on sale of the Land.
- 1.2 **"Adverse Entry"** means a matter affecting the Land which should be disclosed in the information provided by an Appropriate Body for the purpose of compiling a Search Report.
- 1.3 **"Appropriate Body"** means a local authority or other public body providing information to be included in a Search Report.
- 1.4 **"Authorised Expenses"** means any costs, legal fees and expenses that First Title is obliged to pay under this policy and has approved in writing.
- 1.5 **"Bordereau"** means the form supplied by First Title to the Policy Issuer recording insurance given in respect of individual residential properties insured under the terms of this policy.
- 1.6 **"Buyer"** means a person buying an interest in the Land relying upon a Search Report prepared in relation to the Land.
- 1.7 **"First Title"** means First Title Insurance plc.
- 1.8 **"HIP"** means a Home Information Pack produced in accordance with the Home Information Pack Regulations 2007 and any amendment or re-enactment of them in force at the Policy Date.
- 1.9 **"Insured"** means all or any of:
 - 1.9.1 a Buyer
 - 1.9.2 a Potential Buyer
 - 1.9.3 a Seller
 - 1.9.4 a Lender
- 1.10 **"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.
- 1.11 **"Land"** means the interest in an individual residential property specified in the Bordereau.
- 1.12 **"Lender"** means a person or body making a loan to a Buyer secured over the Land.
- 1.13 **"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.
- 1.14 **"Policy Date"** means the date on which the Search Report was prepared.
- 1.15 **"Policy Issuer"** means MDA SearchFlow Limited trading as PSA, Richards Gray, Capital Searches, Conveyancing Searches and Conveyancing Report Agency who will not be an insured under this Policy.
- 1.16 **"Potential Buyer"** means a person other than a Buyer who receives a HIP from the Seller or his agent and who relies upon a Search Report contained in it in contemplation of buying the Land.
- 1.17 **"Search Report"** means a report providing the information required by the Home Information Pack Regulations 2007 (or any amendment or re-enactment of them in force at the Policy Date) obtained from a private search provider and not directly from an Appropriate Body and incorporated within a HIP.
- 1.18 **"Seller"** means a person selling the Land.

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 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 do not cause that Insured any loss
 - 3.1.4 occur, come into existence or are recorded in public records established by an Appropriate Body after the Policy Date
 - 3.1.5 are disclosed to the Insured during negotiation, correspondence or in reply to enquiries before contract

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 11/08
 - 5.1.1 by post to Legal and Claims, Title House, 33-39 Elmfield Road, Bromley, Kent, BR1 1LT
 - 5.1.2 by fax to First Title Insurance plc on 0870 389 2171
 - 5.1.3 by e-mail to legal&claims@firsttitle.eu



- 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 plc under this policy must include a reference **SRIP 11/08** and the address of the Land and be delivered to the Claims Department, First Title Insurance plc, Title House, 33-39 Elmfield Road, Bromley BR1 1LT.



POLICY SUMMARY FOR SEARCH REPORT INSURANCE POLICY

keyfacts[®]

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 Buyers, Potential Buyers, Sellers and Lenders. This document does not contain the full terms and conditions of the Search Report Indemnity 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.

2. The Insurer.

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

3. Type of insurance.

The insurance given under the Search Report Insurance Policy protects against actual loss 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 as part of a Home Information Pack (as defined in the Home Information Pack Regulations 2007 or any amendment or re-enactment of them which is in force at the Policy Date) 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 monetary 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 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 paragraph 5 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 Title House, 33-39 Elmfield Road, Bromley, Kent BR1 1LT.

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 Title House, 33-39 Elmfield Road, Bromley, Kent BR1 1LT. Please quote the policy reference. SRIP/11/08.

If your complaint is not dealt with to your satisfaction you may complain to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone: 0845 080 1800. 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.

12. Price

The premium for the Search Report Insurance is £5.00 plus IPT.



MDA Searchflow Limited
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ME19 4AJ

1 The Financial Services Authority (FSA) The FSA is the independent watchdog and statutory body that regulates financial services. The FSA regulations require us to give you this document. Use this information to decide if our services are right for you.

2 Whose products do we offer? We only offer a product from First Title Insurance plc for Search Report Insurance.

3 Which service will we provide you with? You will not receive advice or a recommendation from us for Search Report Insurance.

4 What will you have to pay us for our services? There is no fee payable to us for organising the Search Report Insurance.

5 Who regulates us? **MDA SearchFlow Limited** trading as PSA, Richards Gray, Capital Searches, Conveyancing Searches and Conveyancing Report Agency is authorised and regulated by the Financial Services Authority (FSA). MDA SearchFlow Limited's FSA Registration number is 312643. Our permitted business is carrying out and effecting insurance contracts. You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

**Search Report Insurance Policy
Demands & Needs Statement and Suitability**

In connection with the Personal Local Search carried out in relation to the property, the transaction benefits from the inclusion of a Search Report Insurance Policy. This policy will cover you, the Insured, against Actual Loss incurred by you by reason of an Adverse Entry which existed at the Policy Date but was not fully disclosed to you in the Search Report.

Under the Financial Services Authority regulations we are required to advise details of the contract of insurance recommended.

We only deal with First Title Insurance plc for Search Report Insurance. Our recommendation is based upon First Title Insurance plc being an insurance company authorised and regulated by the Financial Services Authority and a subsidiary of The First American Corporation, a Fortune 500 company listed on the New York Stock Exchange and the world's leading provider of title information and property related services.

Please also refer to the attached policy summary and retain the document, along with this letter, for future reference.

