CON29M

RESIDENTIAL OFFICIAL COAL MINING REPORT

TERRA FIRMA

Overall Result: PASSED

Expert Opinion:

Within the scope of this assessment, the Site is not considered to be susceptible to coal mining-related ground instability. Any identified coal mining features are considered unlikely to impact the value or security of the Site for normal lending purposes and there is no reason for them to impact upon the completion of this transaction.

Will coal mining activity impact the value of the property?	UNLIKELY TO IMPACT VALUE
Are there mine entries or surface hazards that should be brought to the lender's attention?	NO NEED TO NOTIFY LENDER
Are there mining hazards that should be brought to the purchaser's attention?	NO HAZARDS IDENTIFIED

Within Coal Mining Reporting Area **YES**

CON29M Questions		Assessment
Q1. Past underground coal mining	YES	PASSED
Q2. Present underground coal mining	NO	PASSED
Q3. Future underground coal mining	NO	PASSED
Q4. Shafts and adits (mine entries)	NO	PASSED
Q5. Coal mining geology	NO	PASSED
Q6. Past opencast coal mining	NO	PASSED
Q7. Present opencast coal mining	NO	PASSED
Q8. Future opencast coal mining	NO	PASSED
Q9. Coal mining subsidence claims	NO	PASSED
Q10. Mine gas emissions	NO	PASSED
Q11. Emergency surface hazard call-out incidents	NO	PASSED
Non-Coal Mining	NO	PASSED

Official Coal Authority Licensed Data: V1_282_20220518_F | 20-05-2022

Report Address:

93A, Halifax Road, Liversedge, WF156PP

Report Details:

TF Reference:
TFC20220527151027HM-WF156PP

Client Reference:
SM72163TFCON29M

Date:27/05/2022

User Key:

- Lender Attention
- Conveyancer Further Action
- Purchaser Advisory
- Passed - No Further Action

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SearchCode™
The Property Ombudsman Consumer Redress
Assessed by Terrafirma's Geohazard & Risk Experts

Please see below Terrafirma's expert opinion and next steps with regards to the property. These may be copied into your Report on Title. No physical site inspection has been carried out. This official CON29M report highlights only the information which we have determined should be drawn to your attention however, other risks may be present. Relevant prudent enquiries for the purchaser are highlighted within the Next Steps section.

Report Conclusions:

Within the scope of this assessment, the Site is not considered to be susceptible to mining-related ground instability. No further information is required within the scope of a typical mortgage application. Below exist relevant interpreted conclusions based on the findings of this report (where applicable):

Given the depth of coal mine workings beneath the Site, any movement in the ground should have stopped.

Although no records exist of historical subsidence claims, it is possible that claims may be made in the vicinity of the Site in the future.

Next Steps:

No further actions required.

If you are planning on altering or developing the Site

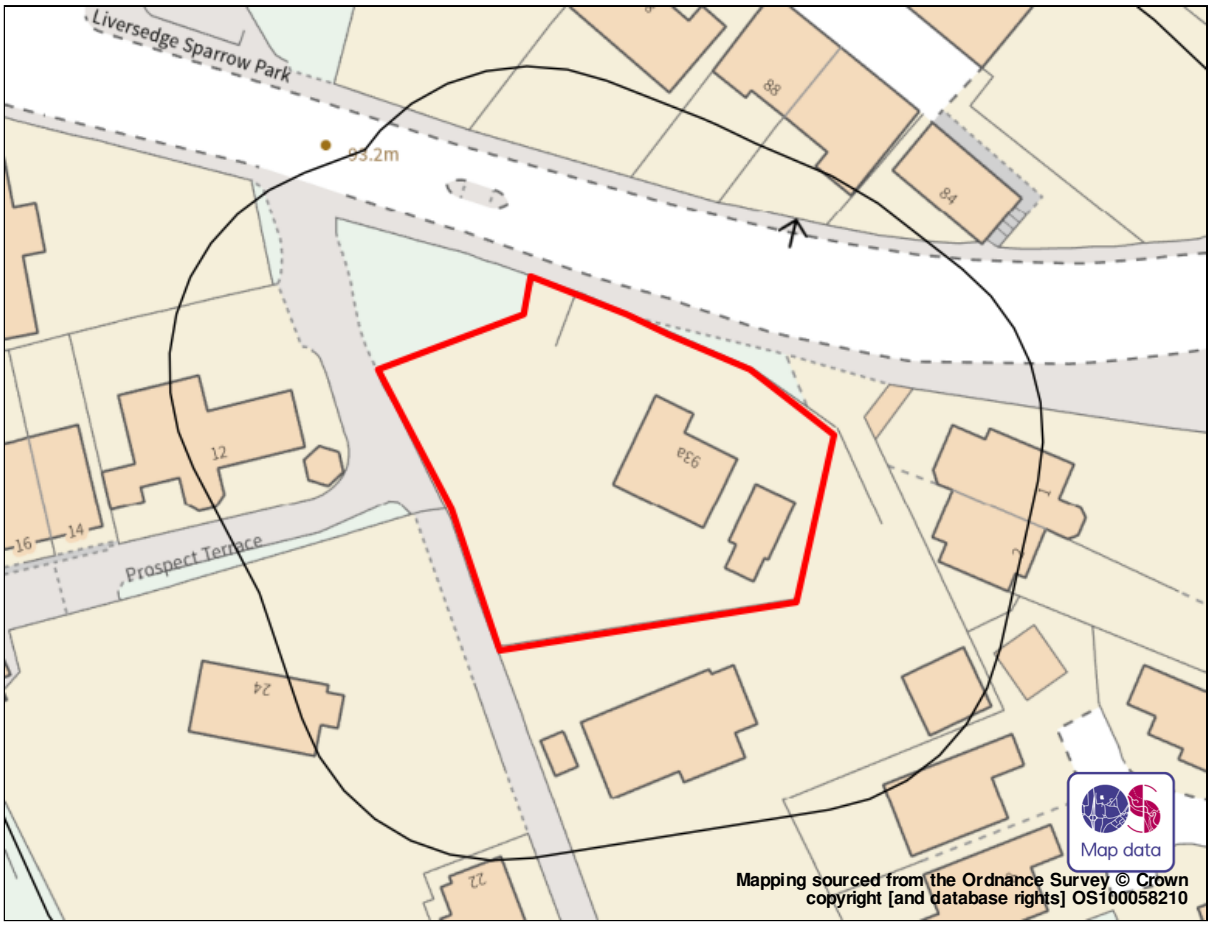
Within the scope of this assessment, the Site is not considered to be susceptible to ground movement, should the Site be developed. Entirely unrecorded mineral workings may exist and therefore in the event any adverse features are discovered during site works, please contact Terrafirma directly to discuss the appropriate further steps.

Contact the report author by calling the Terrafirma team on: 0330 900 7500

This official CON29M Residential Coal Mining Report is a site-specific interpretation of coal mining activity. These enquiries are The Law Society CON29M Coal Mining search enquiries and are used with permission of the Law Society. The Law Society CON29M Coal Mining search enquiries are protected by copyright owned by The Law Society of 113 Chancery Lane, London WC2A 1PL. Terrafirma's Terms and Conditions are applicable at the time the report was produced.

The Law Society

Mining Hazard Map



Site Address: 93A, Halifax Road, Liversedge, WF156PP

Coal Authority Data
- Adit
- Shaft
- Zone of Influence
- Zone of Influence, Factoring for Record Accuracy

Coal Authority Subsidence Claims
- 01 – Awaiting Decision
- 02 – Rejected
- 03 – Admitted
- 05 - Settled
- 06 - Withdrawn

Other Data
- Coal Affected Areas
- Site Boundary

The enquiries below are The Law Society CON29M Coal Mining search enquiries and are used with permission of The Law Society. This report is prepared in accordance with The Law Society CON29M (2018) Guidance Notes and ScotForm 2006: Coal mining search in Scotland; under which all replies to these enquiries are made. These eleven questions and their answers are relevant to a residential property and should not be relied upon in a non-residential transaction.

Detailed findings of coal mining activity:

1. Past underground coal mining — PASSED

Q. *Is the property within the zone of likely physical influence on the surface of past underground coal workings?*

A:

The Site is recorded to be within the surface area of underground coal mine workings of 1 seam of coal. Coal has been mined at an approximate depth of 144 to 158 metres beneath the surface. The last known working date is recorded as 1912.

The Site is not within a surface area that could be affected by historic, known shallow underground coal mining.

The Site is not within a surface area that could be affected by historical unrecorded shallow underground mining.

2. Present underground coal mining — PASSED

Q. *Is the property within the zone of likely physical influence on the surface of present underground coal workings?*

A:

The Site is not situated within an area which could be affected by currently active underground coal mining.

3. Future underground coal mining — PASSED

Q. *(a) Is the property within any geographical area for which the Coal Authority is determining whether to grant a licence to remove by underground methods?*
(b) Is the property within any geographical area for which a licence to remove coal by underground methods has been granted?
(c) Is the property within the zone of likely physical influence on the surface of planned future underground coal workings?
(d) Has any notice of proposals relating to underground coal mining operations been given under section 46 of the Coal Mining Subsidence Act 1991?

A:

The Site is not situated within an area which could be affected by any future underground coal mining. However, reserves of coal exist in the local area which could be worked at some time in the future.

The Site is not situated within the influence of a Section 46 Notice.

4. Shafts and adits (mine entries) — PASSED

Q. *Are there any shafts and adits or other entries to underground coal mine workings within the property or within 20 metres of the boundary of the property?*

A:

There are no recorded mine entries within 20 metres of the Site.

5. Coal mining geology — PASSED

Q. *Is there any record of any fault or other line of weakness due to coal mining at the surface within the boundary of the property that has made the property unstable?*

A:

There are no recorded faults, fissures or breaklines that occur within the influence of the Site.

6. Past opencast coal mining — PASSED

Q. *Is the property situated within the geographical boundary of an opencast site from which coal has been removed in the past by opencast methods?*

A:

The Site is not situated within any past licence areas for the opencast extraction of coal.

There are no unlicensed opencast pits or extraction sites beneath the Site.

7. Present opencast coal mining

PASSED

Q. *Is the property within 200 metres of the boundary of an opencast site from which coal is being removed by opencast methods?*

A:

The Site is not situated within an area which could be affected by currently active opencast coal mining.

8. Future opencast coal mining

PASSED

Q. *(a) Is the property within 800 metres of the boundary of an opencast site for which the Coal Authority are determining whether to grant a licence to remove coal by opencast methods?*

(b) Is the property within 800 metres of the boundary of an opencast site for which a licence to remove coal by opencast methods has been granted?

A:

There are no plans by the Coal Authority to grant a licence to extract coal using opencast methods within 800 metres surrounding the Site.

9. Coal mining subsidence claims

PASSED

Q. *(a) Has any damage notice or claim for alleged coal mining subsidence damage to the property been given, made or pursued since 1st January 1994?*
(b) Does any current "Stop Notice" delaying the start of remedial works or repairs affect the property?
(c) Has any request been made under section 33 of the 1991 Act to execute preventive works before coal is worked?

A:

There is no record of any coal mining-related damage notices or subsidence claims for the Site or for any Site within 50 metres of the Site.

There is no record of a request that has been made to carry out preventive works before coal is worked under section 33 of the Coal Mining Subsidence Act 1991.

10. Mine gas emissions

PASSED

Q. *Does the Coal Authority have record of any mine gas emission within the boundary of the property being reported that subsequently required action by the Authority to mitigate the effects of the mine gas emission?*

A:

There are no records of any Mine Gas hazards within the influence of the Site and there is no record of any Mine Gas emissions requiring action.

11. Emergency surface hazard call-out incidents

PASSED

Q. *Have the Coal Authority carried out any work on or within the boundaries of the property following a report of an alleged hazard related to coal mining under the Authority's Emergency Surface Hazard Call Out procedures?*

A:

The Site is not situated within the influence of a coal mining-related hazard.

Non-Coal Mining

PASSED

Q. *Is the property within the zone of likely physical influence on the surface of past non-coal workings?*

A:

Based on Coal Authority data, the Site is not within a surface area that could be affected by historic, known underground non-coal mining.

Based on Coal Authority data, the Site is not within a surface area that could be affected by historic, known shallow underground non-coal mining.

Based on Coal Authority data, the Site is not within a surface area that could be affected by historical unrecorded shallow underground non-coal mining.

FURTHER INFORMATION

Key and Colour Information

The below key provides further guidance on the colours used throughout this report.

Lender Attention	This colour is applied when Terrafirma has identified mining hazards within the vicinity of the Site, including features (e.g., mine shafts/ adits) that could affect the future value of the Site. A lender may want to be alerted to this adverse entry, due to requirements of UK Finance (formerly the Council of Mortgage Lenders), before deciding on whether to proceed with the transaction. The conveyancer is advised to follow the terms of the UK Finance Mortgage Lenders' Handbook and any additional instructions from the prospective lender in its consideration and determination of whether to refer any part of this report to the lender.
Conveyancer Further Action	This colour is applied when Terrafirma has identified mining hazards that could affect the future ground stability of the Site. Terrafirma does not believe that the transaction should continue until further actions have been undertaken to quantify the risk of subsidence or collapse to the Site. Terrafirma recommends that the conveyancer liaises with all necessary parties regarding the report's findings.
Purchaser Advisory	This colour is applied when the purchaser's attention should be drawn to the prudent recommendations outlined in the report. The report results should not hinder the transaction, and Terrafirma's Terms & Conditions are valid for the Site. However, Terrafirma recommend that the purchaser(s) read this report carefully.
Passed No Further Action	This colour is applied when Terrafirma has not identified any mining hazards that influence the Site. Terrafirma does not believe that any further actions are required for this transaction and Terrafirma's Terms & Conditions are valid for the Site.

Additional Remarks

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Future Development

In scenarios where mining activity has been identified, a prudent developer would seek appropriate technical advice before any works are undertaken.

In these areas, if development proposals are being considered, technical advice relating to both the investigation of coal and former coal mines and their treatment should be obtained before beginning work on site. All proposals should apply good engineering practice developed for mining areas. No development should be undertaken that intersects, disturbs or interferes with any coal or mines of coal without the permission of the Coal Authority.

Developers should be aware that the investigation of coal seams/former mines of coal may have the potential to generate and/or displace underground gases and these risks both under and adjacent to the development should be fully considered in developing any proposals. The need for effective measures to prevent gases entering into public properties either during investigation or after development also needs to be assessed and properly addressed. This is necessary due to the public safety implications of any development in these circumstances.

Notice of Statutory Cover

In the unlikely event of any future damage, the terms of the Coal Mining Subsidence Act 1991 (as amended by the Coal Industry Act 1994) may apply*, and the Coal Authority / Licensee has a duty to take remedial action in respect of subsidence caused by the withdrawal of support from land and/or property in connection with lawful coal-mining operations. Typically, these actions will not need to involve either your insurance company or mortgage lender and therefore the end user(s) should not incur any costs or liability. *Note: this Act does not apply where coal was worked or gotten by virtue of the grant of a gale in the Forest of Dean, or any other part of the Hundred of St. Briavels in the county of Gloucester.

In addition to the above, it should also be noted that the Coal Authority offer a Public Safety and Subsidence Department that provides a 24-hour 7 day a week call out service (Tel: 01623 646 333) to take remedial action in respect of hazards associated with the movement or collapse of any coal mineshaft or entrances to coal mines and from other coal mining related surface hazards. Further information can be found on their website: https://www.groundstability.com/.

Limitations

This CON29M Coal Mining Report has been carried out with reference to all available official Coal Authority licensed data, an extensive collection of abandoned mine plans, maps, and records. From this material, we have endeavoured to provide as accurate a report as possible. Any and all analysis and interpretation of licensed Coal Authority data in this report is made by Terrafirma.

Information provided by Terrafirma in this report is compiled in response to The Law Society CON29M Coal Mining search enquiries and ScotForm 2006 coal mining search in Scotland. The scope of the assessment is concerned only with the interpretation of past, present and future extraction of coal minerals. This report does not consider the impact from non-coal mining hazards and/or natural ground stability hazards, such as subsidence, landslip or coastal erosion. For an expert opinion on all mining and ground hazards and in order to meet the requirements of Law Society Guidance Notes (2018) and best practice guidance in the 25th Edition Conveyancing Handbook (2018), you may choose to obtain a Terrafirma Ground Report by contacting a member of the team.

This report is a ‘remote’ investigation and reviews only information provided by the client and from the databases of publicly available information that have been chosen to enable a desk based environmental assessment of the Site. The report does not include a Site Investigation, nor does Terrafirma make specific information requests of the regulatory authorities for any relevant information they may hold.

This report is concerned solely with the Site searched and should not be used in connection with adjacent properties as only relevant known mining features have been mentioned and any known features that could potentially have a direct influence upon the target Site. Other features which may be present in the general area may have been omitted for clarity.

The report is based upon the Site boundaries as shown on the supplied location plan. This report is confidential to the client, the client’s legal advisor and the client’s Mortgage lender, as defined in the Terrafirma & TerraSearch® terms & conditions, and as such may be used by them for conveyancing or related purposes. We have no liability toward any person or organisation not party to commissioning this report. This report or any part of it is not permitted to be reproduced, copied, altered or in any other way distributed by any other person or organisation.

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This report meets the principles and requirements of the Property Codes Compliance Board Compliance Note CN02J in respect of Coal Mining Searches.

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 Search Code

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

CONTACT TERRAFIRMA IF YOU WOULD LIKE A COPY OF THE SEARCH 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 scheme, Milford House, 43-55 Milford Street, Salisbury, Wiltshire SP1 2BP, Tel: 01722 333306, Fax: 01722 332296, Email: admin@tpos.co.uk, Web site: www.tpos.co.uk.

You can get more information about the PCCB from www.propertycodes.org.uk or from our website at https://www.terrafirmaidc.co.uk.

Complaints Procedure

If you want to make a complaint directly to Terrafirma, 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: **Senior Executive, Terrafirma IDC LTD** - Address: 2440 The Quadrant, Aztec West Business Park, Almondsbury, Bristol, BS32 4AQ; Email: info@terrafirmaidc.co.uk; Telephone: 0330 900 7500.

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.

CON29M Coal Report Insurance Backed Guarantee

In the unlikely event that the coal data used by Terrafirma in order to compile their report is later found to be inaccurate, the purchaser of the report benefits from Loss of Value Protection of up to £100,000 and should the purchaser later suffer a financial loss, following their reliance on the report, are protected by Terrafirma.

Terrafirma are protected by an indemnity policy through CLS Property Insight Limited through their insurer Great Lakes Insurance SE, UK Branch. Please note that claims are subject to the terms and conditions of the policy that Terrafirma hold with CLS Property Insight Limited. Terms of this policy can be found below:

Policy Number: GESI 0035553CV

Insurer	Great Lakes Insurance SE, UK Branch Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. Great Lakes Insurance SE, UK Branch, is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.
Insured	Terrafirma IDC LTD
Purchaser	The person who buys the Search Report from the Insured, and/or any of the following: 1. The person who asked for the Search Report in connection with the purchase of the Property (and their mortgagee). 2. The person who purchased the Property (and their mortgagee) if the person selling the Property has asked for a Search Report for the benefit of the Purchaser as part of a seller's pack or if the Property has been purchased by way of auction. 3. The owner of the Property (and their mortgagee) if they are re-mortgaging the Property or the owner of the Property who has chosen to obtain a Search Report. 4. Their estate and beneficiaries, to whom the benefit of the Policy will pass in the event of their death during the Period of Insurance.
Property	Any single residential property for which a Search Report is provided by the Insured for the benefit of the Purchaser during the Period of Insurance.
Search Report	The Terrafirma CON29M Coal Report (or relevant Coal assessment section of any attached Terrafirma report).
Limit of Indemnity	£100,000.00 in the aggregate in respect of any one Property
Effective Date	The date of the Search Report, provided by the Insured to the Purchaser being the date that cover will commence.
Period of Insurance	Cover for each individual Property will be from the Effective Date until the Purchaser of the Search Report either; (a) no longer has an interest in the Property, or, (b) until the date of a Subsequent Search Report is obtained by the Purchaser after the Effective Date, whichever is the sooner.
Insured Use	The continued use of the Property as a single residential house or flat as constructed and used at the Effective Date.
Cover	Subject to the terms and conditions of this Policy and provided the Property has been declared to the Insurer and the Premium inclusive of Insurance Premium Tax has been paid to the Administrator, the Insurer will indemnify the Insured during the Period of Insurance in respect of Loss arising from any claim by a Purchaser made against the Insured resulting from inaccurate data having been incorporated into such Search Report.
Market Value	The value of the Purchaser's interest in the title to the Property as determined by a surveyor appointed by agreement between the Insurer and the Insurer, but subject to General Condition 11.
Loss	1. The loss in Market Value of the Property directly attributable to any changes in the information revealed in a subsequent Search Report obtained by the Purchaser, which was not revealed in the Search Report provided to the Purchaser, which was carried out on the Effective Date, such loss in Market Value to be calculated at the date of the subsequent Search Report, and 2. All other costs and expenses which have been agreed in advance by the Insurer.
Exclusions	The Insurer will not be liable to indemnify the Insured for: 1. Loss which is or would otherwise be recoverable under a building's insurance policy. 2. Loss arising wholly or partly because of the wilful act or neglect of the Insured. 3. Loss if at the date of a claim the Purchaser is not the legal or beneficial owner of the Property. 4. Loss in relation to loss of a transaction for the sale or for the purchase of the Property and any costs incurred by the Purchaser in relation to the loss of such transaction.

	5. Loss in respect of structural or other physical damage caused to the Property by subsidence or flooding after the Effective Date. 6. Loss as a result of any change in information in response to sections 3 – Future underground coal mining and 8 – Future opencast coal mining of the Search Report carried out at the Effective Date. 7. Loss in respect of the information in any subsequent Search Report after the Effective Date if this information also appears on the Search Report issued to the Purchaser on that date. 8. Loss in relation to any change to the CON29M (2018) Search form and/or the Search Report made after the Effective Date which affects the Insurer's responsibility under this Policy, if Insurers would not have been responsible for the Loss before such change. 9. Loss in relation to the contents of any brine data whatsoever contained within the standalone Terrafirma CON29M Coal Report. 10. Loss in relation to any change in the interpretation of information upon which Search Report was produced provided such information remains unchanged. 11. Loss arising from claims made under this Policy by any party other than the Insured.
Claims Conditions	1. It is a condition precedent of the Insurer's liability under this Policy that the Policyholder and/or the Purchaser will give written notice to the Administrator at the address shown under "Making a Claim", below, as soon as reasonably practicable, of any circumstances likely to give rise to a claim for which the Insurer may be liable under this Policy and provide the Administrator with such information and documentation as may reasonably be requested. 2. The Insurer will be entitled to decide how to defend or settle a claim. 3. The Insurer will be entitled to participate fully in any defence, negotiation or settlement of a claim or circumstance and in any such event the Policyholder and/or the Purchaser will (to the extent reasonably practicable in the circumstances, but without limitation): (i) not incur any cost or expense without first consulting with and receiving written consent from the Insurer. (ii) not make any admission of liability, offer, settlement, promise, payment or discharge without first consulting with and receiving written consent from the Insurer. (iii) give the Insurer access to and provide the Insurer with copies of all correspondence and documentation available to the Insured in relation to the claim or circumstance and afford the Insurer sufficient time in which to review and comment on such documentation. (iv) inform the Insurer of any proposed meeting with any third party in relation to a claim or circumstance and allow the Insurer to attend such meeting and, if the Insurer so requests, provide a detailed written account of the subject and outcome of any such meeting or discussion at which the Insurer was not present. (v) conduct all negotiations and proceedings in respect of any claim or circumstance with advisers of which the Insurer has approved in writing and take such action as the Insurer may reasonably require to contest, avoid, resist, compromise or otherwise defend any claim or circumstance. (vi) provide the Insurer with such other information and assistance in connection with any claim or circumstance as the Insurer may reasonably request. 4. The Insurer will be entitled to all rights and defences it may have in respect of a claim by a Purchaser against any successor to that Purchaser. 5. If at the time of any claim made under this Policy, there is any other insurance in place whether effected by the Purchaser or by any other person under which the Purchaser may be entitled to make a claim the Insurer will be liable to pay or contribute in respect of a claim under this Policy only rateably with such other insurance. 6. If the Purchaser makes any claim knowing it to be false or fraudulent as regards amount or otherwise, this Policy will become voidable and all claims under it may be forfeited. 7. In the event of any claim under this Policy from a Purchaser where the Policyholder has failed to make the required declaration and/or has failed to pay the Premium due to the Insurer via the Administrator but the Insurer is still required to deal with the claim from the Purchaser, the Insurer will be entitled to seek recovery from the Policyholder of all claims monies paid to the Purchaser together with the amount of the Insurer's costs incurred in the handling of the claim.
Additional Information	This is a summary of the policy and does not contain its full terms and conditions. A copy of the general conditions is available on request. In the event of a claim, please contact Terrafirma IDC LTD (the 'Insured') in the first instance. Terrafirma's terms and conditions (https://www.terrafirmaidc.co.uk/terms_and_conditions) provide an assurance (section 3.8) that in the event of any successful claim, the award will be paid, in full, to the Customer/Purchaser.
Administrator	CLS Property Insight Limited, 17 Kings Hill Avenue, West Malling, Kent, ME19 4UA. CLS Property Insight Limited can be contacted by email at info@clspropertyinsight.co.uk or by telephone on 01732 753 910. CLS Property Insight R P Partington Director CLS PROPERTY INSIGHT LIMITED Signed by CLS Property Insight Limited on behalf and with the authority of the Insurer