

**Mugen**  
Geo Ltd.

**COAL MINING RISK ASSESSMENT**

of

**LAND  
AT  
49 CROSS BANK ROAD  
BATLEY  
WF17 8PN**

Document Status: FINAL  
Revision: v1

For  
**Mr A Javeed**  
**49 Cross Bank Road**  
**Batley**  
**WF17 8PN**

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Job N° MGEO 2602 WF17 8PN

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Note: This report has been formatted to be read as a PDF.

## 1 INTRODUCTION

Mugen Geo Ltd (Mugen Geo) was commissioned on behalf of Mr A Javeed to undertake a Coal Mining Risk Assessment of 'Land at 49 Cross Bank Road Batley WF17 8PN' (the site).

### 1.1 Scope and objective of the report

This report has been prepared in support of a planning application with Wakefield Council for a new residential development with a stable block and associated access and infrastructure. This Coal Mining Risk Assessment which has a simple purpose:

- to demonstrate that the developer has sufficient understanding about the ground conditions and how they will be mitigated to demonstrate that the development will be safe and stable.

The conceptual site model in this report and the environmental data and background information used in its development are taken from public record information and the Coal Authority CON29M Non-Residential Mining Report (Coal Authority ref: GS-J14-1D8-KT9-5WZ) which was purchased as part of the assessment. The Coal Authority data and map is included as appendix B.

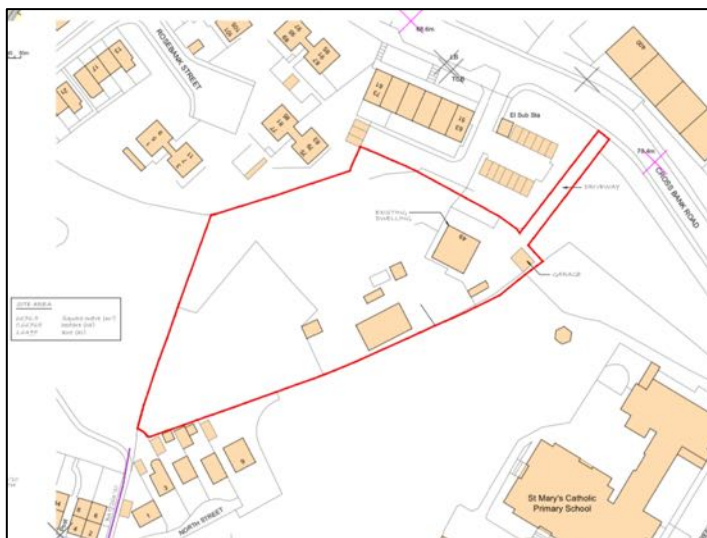


Figure 1 – Extract Image of Site Location Plan

The study has not included checks on services on or adjacent to the site, and no structural, ecological or asbestos surveys have been carried out.

## 1.2 Site Location

### Site Setting

The site was accessed from Cross Bank Road and was an irregular shaped parcel of land. The surrounding land at Cross Bank Road was developed with commercial and residential developments.

The site location is shown on the indicative plan presented in Appendix A and in the indicative maps and plans in this section (figure 1) and the appendices.

Site details are summarised in Table 1 below:

Detail	Remarks
Location	Land at 49 Cross Bank Road Batley WF17 8PN
NGR	423582E 424663N
Area	Estimated to be 0.12Ha
Known services	Underground sewers, drainage, telecoms, electricity, gas suspected

Table 1 – site summary

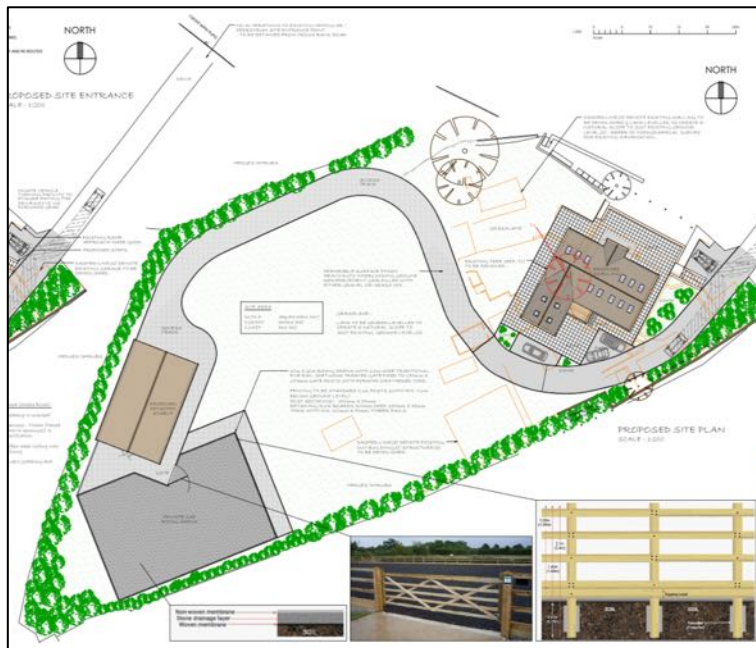


Figure 2 – Extract Image of Site Development Plan

### **1.3 Limitations**

This report has been prepared for the sole use and reliance of the Client named above and cannot be relied upon by any other parties without the express written authorisation of Mugen Geo Ltd. Any unauthorised third party relies on this report at their own risk and the authors owe them no duty of care.

Draft versions of this report cannot be relied upon and Mugen Geo Ltd accept no liability for decisions made based upon any draft versions circulated as part of project development. Please refer to the FINAL report only for decision making purposes.

The findings and opinions conveyed in this report is based on information obtained from sources which Mugen Geo Ltd believe are reliable. All reasonable endeavours have been made to source the information from reputable organisations; however, Mugen Geo Ltd accepts no responsibility for inaccuracies in the data supplied or for opinions based on any such inaccurate data. No attempt has been made to independently verify any data collected by others or from other sources. The Report does not constitute any legal advice. As such, the advice of a Solicitor may also be required.

The purchased environmental dataset reports are based upon known, published information and may not comprise a complete record of all features of relevance. An explanation of the datasets used, their sources, assumed definitions and limitations is available on request.

Mugen Geo Ltd reserves the right to amend their conclusions and recommendations in the light of further information that may become available.

## **2 GEO-ENVIRONMENTAL SETTING**

### **2.1 Geology**

The British Geological Survey (BGS) 1:50,000 scale maps solid & drift Digital Geological Map of Great Britain indicate the site is underlain by the solid geology of undifferentiated strata of the Pennine Lower Coal Measures Formation of Carboniferous age, a sequence of interbedded sandstones, mudstones and siltstones.

The Flockton Thin coal seam is recorded to be between 0.3-1.4m thick and outcrop near to/along the northern site boundary. This suggests the seam is present at very shallow depth beneath the site or has already been extracted. The next seam in the sequence is the First Brown Metal seam is recorded to be between 0.0-0.8m thick

#### **2.1.1 Regional Setting**

The area is part of the elevated moorland plateaux of Carboniferous rocks that form the central part of Britain and comprise thick sequences of sediments which have been incised by glacial and alluvial valleys.

The bedrock geology of the District is predominantly sandstone, siltstone, mudstone with subordinate coal, seatearth and ironstone of the 'Millstone Grit' Series and Pennine Lower and Middle Coal Measures. These sedimentary rocks were deposited from about 310-315 million years ago during the Carboniferous period. In the late Carboniferous a phase of deformation, part of the Variscan Orogeny, resulted in the development of a complex network of faults across the district.

The present day topography was historically influenced and formed by numerous landslips which occurred across the Pennines and the north west following the Devensian glacial period approximately 10,000 years ago.

### **2.2 Coal Authority Report**

Records included in the Groundsure reports include Coal Authority records that confirm the site is located within an identified mining area. The legacy of underground mineral extraction in the District is the presence of numerous mine entries, including adits and shafts, and extensive areas of urban Bradford known to be underlain by former workings.

A Coal Authority CON29M Non-Residential Mining Report has been purchased for the site (Coal Authority Report reference GS-J14-1D8-KT9-5WZ) was consulted as part of this assessment.

<b>Summary of CON29M Residential Mining Report</b> <b>Ref: GS-J14-1D8-KT9-5WZ</b>		
<b>Underground Coal Mining</b>	Past	The property lies within the potential zone of influence of recorded workings in 1 seam(s) of coal. The most recent underground working in the area was in 1882. These workings lie approximately 35 metres below surface. Any ground movement due to this coal mining activity should have stopped. The Coal Authority is aware of coal at or close to the surface which may have been mined in the past. A coal outcrop is recorded to pass through the property boundary. There is a possibility of unrecorded mining features associated with this coal outcrop within the property boundary.
	Present	The property is not in the likely zone of influence of any present underground coal workings. The property is not in an area for which a licence has been granted to remove coal using underground methods.
	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.
<b>Mine entries</b>	There are no recorded coal mine entries known to the Coal Authority within, or within 20 metres, of the boundary of the property.	
<b>Coal-mining geology</b>	At the surface, there are no known faults or other lines of weakness due to coal mining that have made the property unstable.	
<b>Opencast Coal Mining</b>	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.
<b>Coal mining subsidence</b>	The Coal Authority has not received a damage notice or claim for the subject property, or any property within 50 metres, since 31st October 1994. The Authority is not aware of any request having been made to carry out preventive works before coal is worked under section 33 of the Coal Mining Subsidence Act 1991.	

<b>Summary of CON29M Residential Mining Report</b> <b>Ref: GS-J14-1D8-KT9-5WZ</b>	
<b>Mine gas</b>	There is no record of a mine gas emission requiring action by the Coal Authority within the boundary of the property.
<b>Withdrawal of support</b>	The property lies within an area where a notice of entitlement to withdraw support has been published. Notices were issued in: 1946, 1947.

### 3 RISK ASSESSMENT

Table 5 below summarises the main coal mining issues that may impact the site and a detailed interpretation is provided.

Coal Mining Issue	Yes	No	Risk Assessment
Underground coal mining (recorded at shallow depths)		X	No past mining recorded - Low risk
Underground coal mining (probable at shallow depths)	X		Coal Authority report identifies potential seams – moderate risk
Mine entries (shafts and adits)		X	No mine entries recorded
Coal mining geology (fissures)		X	None recorded – low risk
Record of past mine gas emissions or potential		X	None recorded – low risk
Recorded coal mining surface hazard		X	None recorded – low risk
Surface mining (opencast workings)		X	None recorded – low risk

Table 5 - coal mining issues summary

#### 3.1 Interpretation

The Coal Authority has identified that the property falls within a Development HIGH Risk Area. The Coal Authority believe there is coal at or close to the surface. This coal may have been worked at some time in the past.

Mining was formerly an important industry and principal concerns relate to ground instability caused by the collapse of unsupported shallow workings. There is generically the potential for unrecorded mine workings which pre-date the requirement for abandonment plans (Coal Mines Regulation Act of 1872). Early mining methods included drifts or adits from outcrop. Where mining extended further from the outcrop, bell pits were often sunk, and as the coal got deeper shafts were used to access gallery workings (pillar & stall).

This may be evident as general ground subsidence or as the development of crown holes. Collapse of shaft fill, linings or capping may also result in surface subsidence.

Abandoned mines can impact the ground surface in two ways; through collapse and subsidence. Collapse is assumed to be a catastrophic failure of the ground surface, occurring over a short period of time and resulting in a depression at the surface.

Collapse can occur at the mine shaft, where it has not been backfilled or where the fill is loose and drops through the shaft, or mine workings themselves. The result is a sudden appearance of a depression at the surface.

Subsidence may take place over a number of years and tends to be most significant immediately after mining has taken place, gradually slowing until an equilibrium is reached. Nonetheless, subsidence can be induced at a later date if, for example loose backfill material begins to settle. This can occur in a shaft or in mine workings.

The geological map records indicate the site is underlain by the Pennine Lower Coal Measures Formation with no mine entries recorded within the vicinity of the site.

### **3.1.1 Potential Shallow Underground Unrecorded Workings**

Based upon the above records the potential presence of coal workings at or close to the surface should be considered prior to any site works or future development activity.

To provide an appropriate assessment of ground conditions with regards to shallow coal mine workings, rotary open holed boreholes would need to be drilled to a sufficient depth, i.e. with at least a proportion necessary to at least 30m bgl to assess the potential presence of shallow ground workings or mining activity

It is considered that this Coal Mining Risk Assessment has been able to demonstrate that the ground conditions are sufficiently understood to demonstrate that the development will be safe and stable.

### **3.2 Uncertainties & Limitations**

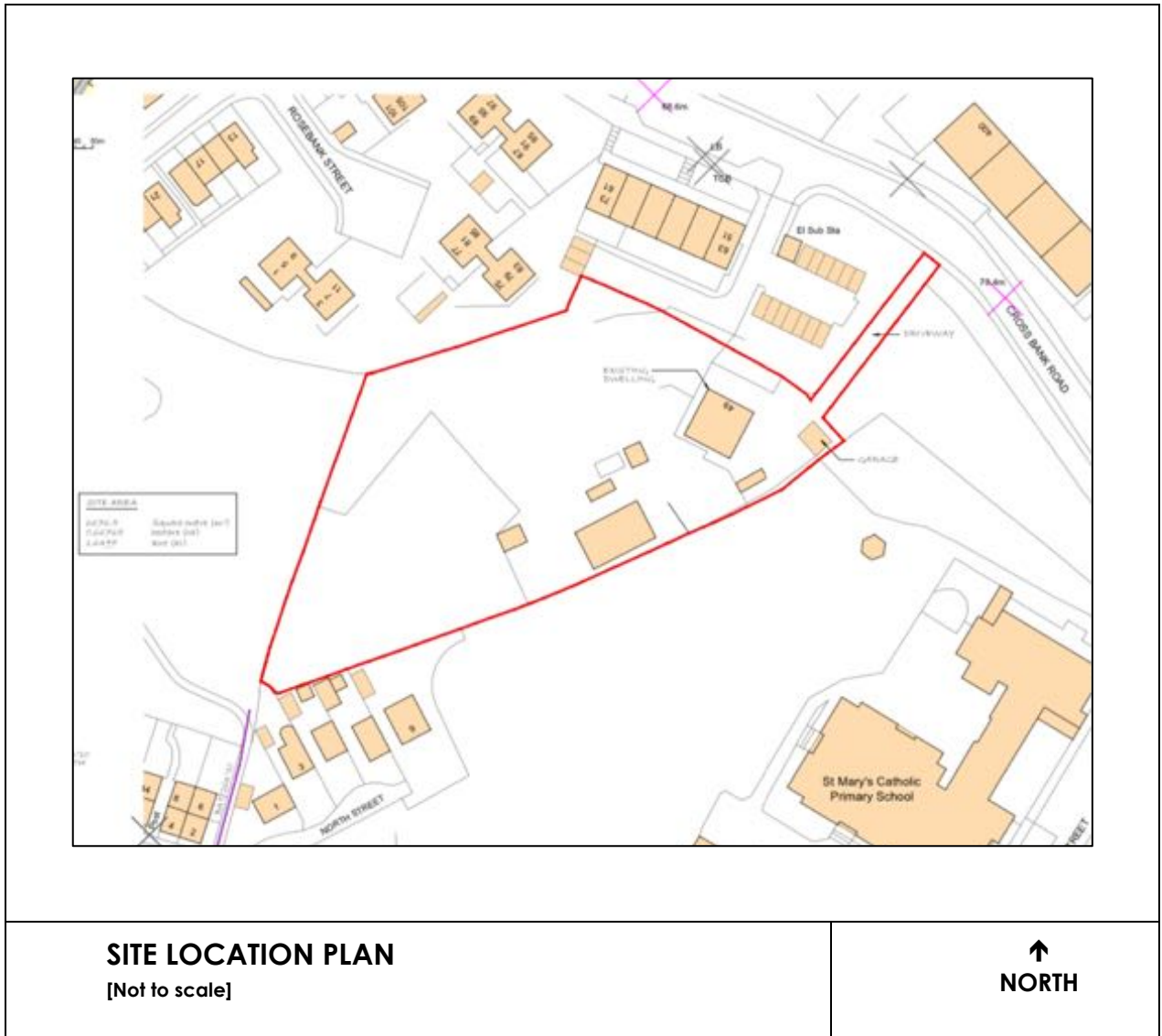
This report has presented a risk assessment with respect to development that are considered technically feasible and in line with current good practice. Copies of this report should be forwarded to the relevant regulatory authorities (Coal Authority) for their comment/approval.

Mugen Geo Ltd believes however, that the current investigation accurately models the site and that the suggested development strategy is adequate for the conditions already encountered and likely to be encountered on clearance of the site.

#### **4 REFERENCES**

1. Fookes, P.G., Baynes, F.J. & Hutchinson, J.M. 2000. Total geological history: a model approach to the anticipation, observation and understanding of ground conditions. *GeoEng 2000*, Melbourne, 1, 370-460.
2. Hencher, S. 2011. *Practical Engineering Geology, Applied Geotechnics*.
3. *Structural Foundations Manual for Low-Rise Buildings*. Atkinson, M.F. 2003
4. *ICE Manual of Geotechnical Engineering Vol. 1&2*. Burland, J. 2012.
5. BGS Technical report WN/95/3 Wigan: A geological background for planning and development.
6. BGS 1:10,000 scale geological map Sheet SE32SE dated 1997

APPENDIX A  
SITE LOCATION PLAN



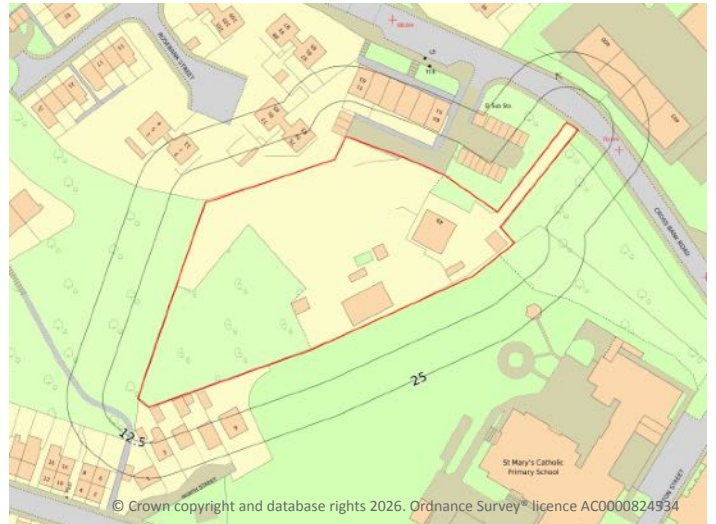
APPENDIX B  
COAL AUTHORITY REPORT

49, CROSS BANK ROAD, CARLINGHOW, BATLEY, KIRKLEES, WF17 8PN

## Professional opinion

Including mine entry interpretive assessment where appropriate

## Site plan



## Search results

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li> <b>1. Past underground coal mining</b><br/>Identified <a href="#">page 5 &gt;</a></li> <li> <b>2. Present underground coal mining</b><br/>Not identified</li> <li> <b>3. Future underground coal mining</b><br/>Not identified</li> <li> <b>4. Mine entries</b><br/>Not identified</li> <li> <b>5. Coal mining geology</b><br/>Not identified</li> <li> <b>6. Past opencast coal mining</b><br/>Not identified</li> <li> <b>7. Present opencast coal mining</b><br/>Not identified</li> <li> <b>8. Future opencast coal mining</b><br/>Not identified</li> </ul> | <ul style="list-style-type: none"> <li> <b>9. Coal mining subsidence claims</b><br/>Not identified</li> <li> <b>10. Mine gas emissions</b><br/>Not identified</li> <li> <b>11. Emergency Call Out incidents</b><br/>Not identified</li> <li> <b>12. Withdrawal of support</b><br/>Not identified</li> <li> <b>13. Working facilities orders</b><br/>Not identified</li> <li> <b>14. Payments to copyhold owners</b><br/>Not identified</li> <li> <b>Cheshire Brine</b><br/>Not identified</li> </ul> |
|--|---|

## Coal mining (CON29M) assessment

We consider there to be a potential risk to the property from past coal mining activity. For further details refer to: Past underground coal mining.



### Coal mining

#### Past underground coal mining

A potential risk due to past underground coal mining has been identified within the boundary of the property. Whilst no further searches are required, it should be noted that in the event of coal mining settlement or subsidence occurring, the property will benefit from the protection of the Coal Mining Subsidence Acts of 1991 and as amended 1994.

#### Next steps for consideration:

- A survey encompassing a visual inspection of the property is likely to be available, and this survey would highlight any visible defects and signs of mining-related settlement or subsidence effects.
- If no such survey has been undertaken, you should consider obtaining this type of visual inspection.

#### Coal Mining Subsidence Act 1991

If any coal mining subsidence damage has occurred, as determined by the appropriate persons/bodies, the property will benefit from the protection of the Coal Mining Subsidence Acts of 1991 and as amended 1994.

This Act, however, 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 this instance it would be prudent to have the property visually inspected for signs of mining related settlement or subsidence by a suitably qualified and experienced person, who could be sought through [www.ricsfirms.com](http://www.ricsfirms.com) ↗.

The Coal Authority provide a call out service on 01623 646 333 to take remedial action concerning the movement or collapse of any coal entries or coal mining surface hazards. Further details can be found on [www.groundstability.com](http://www.groundstability.com) ↗.

CON29M reports are a requirement for conveyancing and are recommended throughout the official Coal Mining Reporting Area. This is the area within which it is deemed prudent to clarify the risk presented by coal mining, using the questions laid out in the Law Society's CON29M form. The need for a CON29M does not always translate to an identification of risk, and reports will often be assessed as free from risk or 'Passed' even though they are within the official Coal Mining Reporting Area.

#### Development risk

In view of the mining circumstances a prudent developer would seek appropriate technical advice before any works are undertaken.

Therefore if development proposals are being considered, technical advice relating both to 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.



## Coal mining (CON29M)



- Site Outline
- Search buffers in metres (m)
- Mine entries
  - Adits
  - Shafts
  - Calculated 'zone of influence'
- Subsidence claims
  - Awaiting decision
  - Rejected
  - Admitted
  - Deferred
  - Settled
  - Withdrawn
- Probable shallow coal mine workings
- Coal outcrops
- Past shallow coal mine workings

### Coal mining (CON29M)

The map above shows relevant, mappable hazards identified that could constitute a risk to the property. It does not necessarily show all features or potential issues identified in this report. Further details of any features shown indicating the location of Mine Entries or Subsidence Claims can be found in the relevant sections of this report (4 and 9 respectively).

Responses to the Law Society CON29M Coal Mining search enquiries are produced using official Coal Authority data and the expert interpretation of Groundsure. This report is prepared in accordance with The Law Society CON29M (2018) Guidance Notes. Additional interpretation and calculation of mine entry zones of influence has also been carried out by Groundsure using Coal Authority and British Geological Survey data.

Please read this report carefully, and in particular any sections flagged with an amber 'i'.



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These enquiries are The Law Society CON29M (2018) 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. The Law Society has no responsibility for information provided in response to CON29M (2018) Coal Mining search enquiries within this report or otherwise.

## 1. Past underground coal mining



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

- The property lies within the potential zone of influence of recorded workings in 1 seam(s) of coal. The most recent underground working in the area was in 1882. These workings lie approximately 35 metres below surface. Any ground movement due to this coal mining activity should have stopped.
- The Coal Authority is aware of coal at or close to the surface which may have been mined in the past.
- A coal outcrop is recorded to pass through the property boundary. There is a possibility of unrecorded mining features associated with this coal outcrop within the property boundary.

## 2. Present underground coal mining



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

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

## 3. Future underground coal mining



*(a) Is the property within any geographical area for which the Coal Authority is determining whether to grant a licence to remove coal by underground methods?*

- The property does not lie within the boundary of an underground site for which the Coal Authority is determining whether to grant a licence to remove coal by underground methods.

*(b) Is the property within any geographical area for which a licence to remove coal by underground methods has been granted?*

[Back to Summary](#)

Contact us with any questions at:  
[info@groundsure.com](mailto:info@groundsure.com) ↗  
01273 257 755

Ref: GS-J14-1D8-KT9-5WZ  
Your ref: 2602 WF17 8PN CMRA  
Grid ref: 423582 424663

- **The property does not lie within the boundary of an underground site 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?*

- **The property does not lie within the zone of likely physical influence on the surface of planned future underground 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?*

- **No notices have been given under Section 46 of the Coal Mining Subsidence Act 1991 stating that the land is at risk of subsidence.**

## 4. Mine entries



*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?*

- **No coal mine entries are recorded to lie within 20 metres of the property.**

## 5. Coal mining geology



*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?*

- **No damage arising from geological faults or other lines of weakness activated by coal mining are recorded within the property.**

## 6. Past opencast coal mining



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

- **The property does not lie within the boundary of an opencast site from which coal was removed by opencast methods.**

## 7. Present opencast coal mining



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



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

## 8. Future opencast coal mining



(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?

- The property does not lie 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?

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

## 9. Coal mining subsidence claims



(a) Has any damage notice or claim for alleged coal mining subsidence damage to the property been given, made or pursued since 31st October 1994?

- We have no evidence of a damage notice or subsidence claim for the property or within 50m of the property since 31st October 1994.

(b) In respect of any such notice or claim has the responsible person given notice agreeing that there is a remedial obligation or otherwise accepted that a claim would lie against them?

- Not applicable.

(c) In respect of any such notice or acceptance has the remedial obligation or claim been discharged?

- Not applicable.

(d) Does any current "Stop Notice" delaying the start of remedial works or repairs affect the property?

- There are no current Stop Notices delaying the start of remedial works or repairs to the property.

(e) Has any request been made under Section 33 of the 1991 Act to execute preventive works before coal is worked, which would prevent the occurrence or reduce the extent of subsidence damage to any buildings, structures or works and, if yes, has any person withheld consent or failed to comply with any such request to execute preventive works?

- 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.

NB. Records of damage notices or subsidence claims before 31st October 1994 are excluded from The Coal Authority data from which this search is compiled.



## 10. Mine gas emissions



*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?*

- **No mine gas emissions are recorded within the boundary of the property.**

## 11. Emergency Surface Hazard Call Out incidents



*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?*

- **No Emergency Surface Hazard Call Out procedures are recorded against the property.**

## 12. Withdrawal of support



*(a) Does the land lie within a geographical area in respect of which a notice of entitlement to withdraw support has been published?*

- **The property does not lie in an area where the right to withdraw support has been granted.**

*(b) Does the land lie within a geographical area in respect of which a revocation notice has been given under section 41 of the Coal Industry Act 1994?*

- **The property does not lie within a geographical area in which a revocation notice has been given under section 41 of the Coal Industry Act 1994.**

## 13. Working facilities orders



*Is the property within a geographical area subject to an order in respect of the working of coal under the Mines (Working Facilities and Support) Acts 1923 and 1966 or any statutory modification or amendment thereof?*

- **The property is not in an area where a court order has been issued.**

## 14. Payments to owners of former copyhold land



*(a) Has any relevant notice, which may affect the property, been given?*

- **The property does not lie within former copyholder land.**

*(b) If yes, has any notice of retained interests in coal and coal mines been given?*



- **No notices of retained interests in coal and coal mines been given.**

*(c) If yes, has any acceptance notice or rejection notice been served?*

- **No acceptance or rejection notices have been served.**

*(d) If any such acceptance notice has been served, has any compensation been paid to a claimant?*

- **No compensation has been paid to a claimant.**



## Methodologies and limitations

Groundsure's methodologies and limitations are available here: [knowledge.groundsure.com/methodologies-and-limitations](https://knowledge.groundsure.com/methodologies-and-limitations) ↗.

## Data providers

Groundsure works with respected data providers to bring you the most relevant and accurate information in your report. To find out who they are and their areas of expertise see [www.groundsure.com/sources-reference](https://www.groundsure.com/sources-reference) ↗.

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- a charity with an annual income of less than £3 million;
- a Trust with a net asset value of less than £3 million.

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- liaise, at your request, with anyone acting formally on your behalf

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↗ 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](mailto:admin@tpos.co.uk) ↗ We will co-operate fully with the Ombudsman during an investigation and comply with their final decision.

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## Coal Mining Report Insurance Policy



### Coal Mining Report Insurance Policy

#### The Schedule

**Policy Number:** The Reference contained in the **Coal Mining Search Report**

**Premium:** £1.20 inclusive of Insurance Premium Tax at 12%

**Property:** The property which is the subject of the **Coal Mining Search Report**

**Limit of Indemnity:** £100,000 increasing by 10% compound per annum on each anniversary of and for the first 10 years following the **Commencement Date**

**Commencement Date:** The date of the **Coal Mining Search Report**

**You/Your:**

1. A purchaser of the **Property**
2. A lender providing a **Mortgage** in connection with a purchase of the **Property**
3. A lender providing a **Mortgage** by way of a re-mortgage of the **Property**

#### Definitions

Where a word is defined below or in the schedule it shall carry the same meaning wherever it appears in bold text in this policy

**Insured Use:** The continued use of the **Property** as a single house or flat or a single commercial premises

**Market Value:** The value as determined by a surveyor appointed by agreement between **You** and **Us** or (in default of agreement) the President for the time being of the Royal Institution of Chartered Surveyors

**Mortgage:** A mortgage or charge secured on the **Property** by an institutional mortgage lender

**Coal Mining Search Report:** The coal mining search report attached to this policy

**Search:** An official search comprising a search in form CON29M (2018) being mining searches relating to coal and brine in the area in which the **Property** is situated

**We/Our/Us:**

Zurich Insurance plc. A public limited company incorporated in Ireland. Registration No. 13460. Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland. UK Branch registered in England and Wales Registration No. BR7985. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance plc is authorised by the Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our authorisation by the Financial Conduct Authority are available from us on request. Our FCA Firm Reference Number is 203093.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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## Your Policy

This is a legal document and should be kept in a safe place.

This policy is an agreement between **You** and **Us** and cover is provided subject to the payment of the **Premium**.

**You** must read this policy and its conditions, exclusions, schedule and any endorsements as one contract. Please read all of them to make sure that they provide the cover **You** require. If they do not, please contact **Us** or **Your** insurance adviser who arranged the policy for **You**.

When **You** take out and make changes to the cover provided by this policy, **You** must take reasonable care to ensure that **You** accurately answer any questions which **We** ask of **You** and that any information **You** give **Us** is accurate. If **You** are taking out this policy for purposes which are mainly related to **Your** trade, business or profession, **You** must also let **Us** know about all facts which are material to **Our** decision to provide **You** with insurance. Failure to meet these obligations could result in this policy being invalidated, a claim not being paid, or an additional premium being charged.

## Fair presentation of the risk

a) At inception of this policy and also whenever changes are made to it at **Your** request **You** must:

- i) where **You** have taken out this policy for purposes which are wholly or mainly related to **Your** trade, business or profession, disclose to **Us** all material facts in a clear and accessible manner and not misrepresent any material facts, and
- ii) where **You** have taken out this policy for purposes which are wholly or mainly unrelated to **Your** trade, business or profession, take reasonable care not to misrepresent any material facts.

b) If **You** do not comply with clause a) of this condition **We** may:

- i) avoid this policy which means that **We** will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by **You** is proven by **Us** to be deliberate or reckless in which case **We** will not return the premium paid by **You**; and
- ii) recover from **You** any amount **We** have already paid for any claims including costs or expenses **We** have incurred.

c) If **You** do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this policy may be affected in one or more of the following ways depending on what **We** would have done if **We** had known about the facts which **You** failed to disclose or misrepresented:

- i) if **We** would not have provided **You** with any cover **We** will have the option to:
  1. avoid the policy which means that **We** will treat it as if it had never existed and repay the premium paid; and
  2. recover from **You** any amount **We** have already paid for any claims including costs or expenses **We** have incurred
- ii) if **We** would have applied different terms to the cover **We** will have the option to treat this policy as if those different terms apply. **We** may recover any payments made by **Us** on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
- iii) if **We** would have charged **You** a higher premium for providing the cover **We** will charge **You** the additional premium which **You** must pay in full.

d) If any insured person, other than **You**, is responsible for a misrepresentation or failure to make a fair presentation of the risk, **We** will invoke the remedies available to **Us** under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

NB: For the purposes of the duty of disclosure stated in paragraphs a) i) and ii) above the content of the **Coal Mining Search Report** will be deemed to satisfy **Your** disclosure obligations.

## Cover

1. **You** are in the process of purchasing the **Property** relying on the **Coal Mining Search Report** and/or
2. **You** (being a lender) have agreed to provide a **Mortgage** in connection with **Your** borrower's purchase or re-mortgage of the **Property** relying on the **Coal Mining Search Report**.

**We** will pay the following losses sustained by **You** arising out of the **Property** being affected by any matter which would have been revealed by a **Search** had one been carried out on the date of the **Coal Mining Search Report** but which was not revealed by the **Coal Mining Search Report**:



1. any reduction in **Market Value** of the **Property** calculated at the date **You** become aware of the matter(s) and/or loss in connection with a **Mortgage** as a result of such reduction.
2. all other costs and expenses including out of court settlement costs incurred by **Us** or by **You** with **Our** prior written agreement.

### Waiver of Breach of Policy Condition

**We** will not exercise **Our** right to avoid **Our** liability to **You** in respect of loss where **You** have inadvertently breached any term or condition of the policy provided that such breach does not prejudice **Our** rights and remedies under the policy or otherwise directly or indirectly result in or increase the amount of any loss.

### Protection for Mortgagees and Successors in Title

**We** will not avoid **Our** liability to make a payment to **You** solely because another person breaches the terms and conditions of this policy, provided such breach was not committed on **Your** behalf or with **Your** agreement, and **We** will invoke the remedies available to **Us** under the Policy as against that other person as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

### Joint Insured

Any party insured under this policy standing in the relation of parent company, subsidiary company, associated company, branch office or joint venture partner to each other will be deemed to be joint insured for the purposes of this policy and jointly liable and responsible for any breach of any terms and conditions of this policy. If there is any inconsistency between this clause and any other term of this policy, this clause shall prevail.

### Exclusions

**We** will not pay for any:

1. amount in excess of the **Limit of Indemnity**.
2. loss which would be recoverable under a household buildings insurance policy.
3. loss arising from any matter that **You** were aware of at the **Commencement Date**.
4. loss if the **Property** is used for any purpose other than the **Insured Use**.

### Claims Conditions and How to Claim

1. **You** must:

- i) give **Us** written notice as soon as possible of any potential or actual claim or any circumstances likely to result in a claim. Please provide the policy number, **Your** name, the full address of the **Property** and a brief description of the incident that has occurred. Notifications should be sent to: Speciality Lines Claims Team, Zurich Insurance, 8th Floor, 70 Mark Lane, London, EC3R 7NQ. Email: [claims@uk.zurich.com](mailto:claims@uk.zurich.com) ↗, Enquiry line: telephone 0207 648 3523
- ii) pass all court documents and/or other communications to **Us** as soon as possible after receipt
- iii) not deal with, make any admission of liability or attempt to settle a claim without **Our** prior written agreement.
- iv) agree to and carry out at **Our** expense all things necessary to minimise any loss.
- v) provide all information and assistance that **We** may require to help defend and settle the claim.

2. **We** are entitled to:

- i) decide how to settle or defend a claim and may carry out proceedings in the name of any person insured under this policy, including proceedings for recovering any claim.
- ii) pay to **You** at any time, an amount equal to the **Limit of Indemnity** or any lower amount for which the claim can be settled, after deduction of any sum already paid. **We** may then give up control of and have no further liability in connection with the claim.

3. If **We** admit liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **You** and **Us** in accordance with the law at the time. **You** may not take any legal action against **Us** over the dispute before the arbitrator has reached a decision.

4. If **You** or anyone acting on Your behalf:



- a) makes a fraudulent or exaggerated claim under this policy; or
- b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
- c) makes a false statement in support of a claim whether or not the claim is itself genuine; or
- d) submits a claim under this policy for loss or damage which **You** or anyone acting on **Your** behalf or in connivance with **You** deliberately caused; or
- e) realises after submitting what **You** reasonably believed was a genuine claim under this policy and then fails to tell **Us** that **You** have not suffered any loss or damage; or
- f) suppresses information which **You** know would otherwise enable **Us** to refuse to pay a claim under this policy

**We** will be entitled to refuse to pay the whole of the claim and recover any sums that **We** have already paid in respect of the claim.

If any fraud is perpetrated by or on behalf of an insured person and not on behalf of **You** this condition should be read as if it applies only to that insured person's claim and references to this policy should be read as if they were references to the cover effected for that person alone and not to the policy as a whole.

5. If any claim is covered by any other insurance, **We** will not pay for more than **Our** share of that claim.

6. The most **We** will pay for any loss (or all losses in the aggregate), including costs and expenses agreed by **Us** is the **Limit of Indemnity**. Once **We** have paid a loss or losses equal to the amount of the **Limit of Indemnity**, **We** will have no further liability under this policy.

## General Conditions

1. Neither **You** (nor anyone acting on **Your** behalf) must disclose the existence of this policy to any other party except **Your** legal and other professional advisers, prospective purchasers, lessees and tenants of the **Property**, their respective mortgagees, legal and other professional advisers.
2. In the UK the law allows both **You** and **Us** to choose the law applicable to the contract. This contract will be subject to the relevant law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon the Property address stated in the Schedule. If there is any dispute as to which law applies it will be English law. The parties agree to submit to the exclusive jurisdiction of the English courts.
3. Notwithstanding any other terms of this policy **We** will be deemed not to provide cover nor will **We** make any payment or provide any service or benefit to **You** or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of **Yours** would violate any applicable trade or economic sanctions law or regulation.

## Cancellation Clause

If **You** have taken out this policy for purposes which are wholly or mainly unrelated to **Your** trade, business or profession, **You** may cancel this policy within 14 days of receiving the policy by writing to **Us** and in such event **We** may, at **Our** discretion, charge **You** for the time that **You** have been on cover. Any refund will be made to the party who paid the premium. If **You** do cancel, **You** may be in breach of the terms of **Your** mortgage or the terms of the contract for the sale of **Your** property. If **You** are in doubt, **You** may wish to seek legal advice prior to cancellation.

## Fair Processing and Complaints Procedure Our Complaints Procedure

### Our commitment to customer service

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

### Who to contact in the first instance

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

### Many complaints can be resolved within a few days of receipt

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you



updated with progress and will provide you with our decision as quickly as possible.

### Next steps if you are still unhappy

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) ↗.

You can also contact them as follows:

**Post:** Financial Ombudsman Service, Exchange Tower, London, E14 9SR

**Telephone:** 08000 234567 (free on mobile phones and landlines)

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) ↗

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

### The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on [www.fscs.org.uk](http://www.fscs.org.uk) ↗ or by contacting the FSCS directly on 0800 678 1100.

## How we use your information

### Who controls your personal information

This notice tells you how Zurich Insurance plc ('Zurich'), as data controller, will deal with your personal information. Where Zurich introduces you to a company outside the group, that company will tell you how your personal information will be used.

You can ask for further information about our use of your personal information or complain about its use in the first instance, by contacting our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN or by emailing the Data Protection Officer at [GBZ.General.Data.Protection@uk.zurich.com](mailto:GBZ.General.Data.Protection@uk.zurich.com) ↗.

If you have any concerns regarding our processing of your personal information, or are not satisfied with our handling of any request by you in relation to your rights, you also have the right to make a complaint to the Information Commissioner's Office. Their address is: First Contact Team, Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF.

### What personal information we collect about you

We will collect and process the personal information that you give us by phone, e-mail, filling in forms, including on our website, and when you report a problem with our website. We also collect personal information from your appointed agent such as your trustee, broker, intermediary or financial adviser in order to provide you with the services you have requested and from other sources, such as credit reference agencies and other insurance companies, for verification purposes. We will also collect information you have volunteered to be in the public domain and other industry-wide sources. We will only collect personal information that we require to fulfil our contractual or legal requirements unless you consent to provide additional information. The type of personal information we will collect includes; basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

If you give us personal information on other individuals, this will be used to provide you with a quotation and/or contract of insurance and/or provision of financial services. You agree you have their permission to do so. Except where you are managing the contract on another's behalf, please ensure that the individual knows how their personal information will be used by Zurich. More information about this can be found in the 'How we use your personal information' section.

### How we use your personal information

We and our selected third parties will only collect and use your personal information (i) where the processing is necessary in connection with providing you with a quotation and/or contract of insurance and/or provision of financial services that you have requested; (ii) to meet our legal or regulatory obligations; or (iii) for our 'legitimate interests'. It is in our legitimate interests to collect



your personal information as it provides us with the information that we need to provide our services to you more effectively including providing you with information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest. Examples of the purposes for which we will collect and use your personal information are:

1. to provide you with a quotation and/or contract of insurance;
2. to identify you when you contact us;
3. to deal with administration and assess claims;
4. to make and receive payments;
5. to obtain feedback on the service we provide to you;
6. to administer our site and for internal operations including troubleshooting, data analysis, testing, research, statistical and survey purposes;
7. for fraud prevention and detection purposes.

We will contact you to obtain consent prior to processing your personal information for any other purpose, including for the purposes of targeted marketing unless we already have consent to do so.

#### **Who we share your personal information with**

Where necessary, we will share the personal information you gave us for the purposes of providing you with the goods and services you requested with the types of organisations described below:

associated companies including reinsurers, suppliers and service providers;  
introducers and professional advisers;  
regulatory and legal bodies;  
survey and research organisations;  
credit reference agencies;  
healthcare professionals, social and welfare organisations; and  
other insurance companies

Or, in order to meet our legal or regulatory requirements, with the types of organisations described below:

regulatory and legal bodies;  
central government or local councils;  
law enforcement bodies, including investigators;  
credit reference agencies; and  
other insurance companies

#### **How we use your personal information for websites and email communications**

When you visit one of our websites we may collect information from you such as your email address or IP address. This helps us to track unique visits and monitor patterns of customer website traffic, such as who visits and why they visit.

We use cookies and/or pixel tags on some pages of our website. A cookie is a small text file sent to your computer. A pixel tag is an invisible tag placed on certain pages of our website but not on your computer. Pixel tags usually work together with cookies to assist us to provide you with a more tailored service. This allows us to monitor and improve our email communications and website. Useful information about cookies, including how to remove them, can be found on our websites.

#### **How we transfer your personal information to other countries**

Where we transfer your personal information to countries that are outside of the UK and the European Union (EU) we will ensure that it is protected and that the transfer is lawful. We will do this by ensuring that the personal information is given adequate safeguards by using 'standard contractual clauses' which have been adopted or approved by the UK and the EU, or other solutions that are in line with the requirements of European data protection laws.

A copy of our security measures for personal information transfers can be obtained from our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN, or by emailing the Data Protection Officer at [GBZ.General.Data.Protection@uk.zurich.com](mailto:GBZ.General.Data.Protection@uk.zurich.com) ↗.

#### **How long we keep your personal information for**

We will retain and process your personal information for as long as necessary to meet the purposes for which it was originally



collected. These periods of time are subject to legal, tax and regulatory requirements or to enable us to manage our business.

### Your data protection rights

You have a number of rights under the data protection laws, namely:

- to access your data (by way of a subject access request);
  - to have your data rectified if it is inaccurate or incomplete;
  - in certain circumstances, to have your data deleted or removed;
  - in certain circumstances, to restrict the processing of your data;
  - a right of data portability, namely to obtain and reuse your data for your own purposes across different services;
  - to object to direct marketing;
  - not to be subject to automated decision making (including profiling), where it produces a legal effect or a similarly significant effect on you;
  - to claim compensation for damages caused by a breach of the data protection legislation.
- if we are processing your personal information with your consent, you have the right to withdraw your consent at any time.

We will, for the purposes of providing you with a contract of insurance, processing claims, reinsurance and targeted marketing, process your personal information by means of automated decision making and profiling where we have a legitimate interest or you have consented to this.

### What happens if you fail to provide your personal information to us

If you do not provide us with your personal information, we will not be able to provide you with a contract or assess future claims for the service you have requested.

### Fraud prevention and detection

In order to prevent and detect fraud we may at any time:

- check your personal data against counter fraud systems
- use your information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review your claims history
- share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

### Claims history

We may pass information relating to claims or potential claims to any relevant database. We and other insurers may search these databases when you apply for insurance, when claims or potential claims are notified to us or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.



APPENDIX C  
GENERAL TERMS & CONDITIONS

## **General Terms & Conditions Mugen Geo Phase II Investigations**

This report describes a ground investigation to be undertaken on behalf of The Client and owner of the site) referenced above. The investigation proposed is been designed based upon information supplied by the client & on the assumption that the site is to be developed for commercial use.

The objectives of the investigation are to obtain information relating to the ground conditions at the site in order to comply with a planning condition relating to the site. This report will be produced on behalf of The Client and no responsibility is accepted to any Third Party for all or any part.

The final report should not be relied upon or transferred to any other parties without the express written authorisation of Mugen Geo Ltd. If any unauthorised Third Party comes into possession of this report, they rely on it at their own risk and the authors owe them no duty of care or skill.

Whilst the prepared report may express an opinion on the possible configuration of strata, contaminants or gases between or beyond exploratory hole positions or on the possible presence of features based on either visual, verbal or published evidence, this is for guidance only, and no liability can be accepted for its accuracy.

The comments on groundwater and ground gas conditions will be based on observations made at the time of the investigation. It should be noted, however, that groundwater and ground gas levels may vary from those reported due to seasonal or other effects.

Consideration should be given to the possibility that exploratory holes excavated as part of this investigation, and indeed any previous ground i work by others, may be encountered beneath or within the influence of individual foundations. Mugen Geo Ltd cannot be held responsible for failure of excavations or structural failures caused by the location of foundations of any form of structure within the influence of exploratory holes.

Existing manhole covers will not be lifted and drainage runs will not be inspected during the course of this ground investigation.

### **Standard Procedure Notes for Phase 2 Reports:**

The desk study and ground investigation have been carried out in accordance with the principles of BS EN 1997-1: 2004 "Eurocode 7 - Geotechnical Design - Part 1: General Rules", BS EN 1997-2: 2007 "Eurocode 7 - Geotechnical Design - Part 2: Ground Investigation and Testing", BS5930: 1999 and BS10175: 2001, and the terms of the client's brief.

It must be understood that any ground investigation only samples a small percentage of the ground. As a result changes in ground conditions and soil properties can occur between any two exploratory points, for example local features such as soft ground, pockets of contamination and faults. Unrecorded bell pits and shafts can also exist between exploratory points. The proposed ground investigation is designed to minimize such risks. Conclusions and recommendations are based on the information presented in this report, but unforeseen features may exist. Therefore, the actual ground conditions should be noted during construction and further advice sought if they differ significantly from those predicted.

Further investigation can be carried out to further reduce uncertainty and risk but ultimately these risks cannot be eliminated. In commissioning further research or investigation the costs, and the assumed benefit of doing so, must be considered.

Where buildings are present on a site, structural and asbestos surveys have not been carried out, unless specifically stated. An unexploded ordnance survey has not been carried out. In relevant situations it would be prudent to commission such surveys.

Where information has been obtained from Third Parties, no liability can be accepted for the accuracy or completeness of this information. Where anecdotal evidence or speculations are presented, they must be treated as such and cannot be relied upon.