

Chancel Check (Commercial)

(0 - 1.21 ha)



Search Details

Prepared for: Davitt Jones Bould (Commercial)
Matter: 12037.4/RSH
Client address: Exchange House, 12-14 The Crescent, Taunton, TA1 4EB

Property:
Land edged red, 364 Barlow Moor Road, Manchester, M21 8AZ

Local Authority:
PinPoint Information

Date Returned:
03/10/2023

Property type:
Commercial

This search was compiled by the Local Authority above and provided by Search Acumen Ltd - t: 0800 804 4900, e: helpdesk@searchacumen.co.uk. This search is subject to terms and conditions issued by Search Acumen which can be viewed at www.search-acumen.co.uk or supplied on request. This search is also subject to terms and conditions issued by the Local Authority, available on request. Search Acumen is registered with the Property Codes Compliance Board (PCCB) as subscribers to the Search Code. The PCCB independently monitors how registered firms maintain compliance with the Code. Visit www.propertycodes.org.uk for more information.

PINPOINT Chancel Report



No liability

PinPoint CHANCEL has searched their records of historical parish and tithe boundaries, third party data, and data sourced from the national archives.

We have determined that the property is not located in a historical parish or tithe district containing a record of Chancel Liability.

This service is only available for properties in England and Wales. The data used to identify potential risk is derived from an academic interpretation of historical parish boundaries, tithe districts and the relevant documentation pertaining to potential chancel repair liability held at the National Archive.

“No record of risk” means:

- a) no record of risk is held by the National Archive within the relevant Inland Revenue Indices for the subject parish;
- b) the record held by the National Archive details that the total liability is held by the Church Commissioners, Cathedrals and/or educational establishments.

It should be noted that this service searches against the identified address point of the subject building and not the delineated boundary of the property, in order to establish the location in respect of the relevant historical boundary.

Based upon this result, we have provided an Insurance Policy covering the property for Chancel Liability up to the sum of £3 million (subject to terms and conditions).

PinPoint Information Products Ltd are an Appointed Representative of PIB Risk Services Limited. PIB Risk Services Limited is authorised and regulated by the Financial Conduct Authority, Firm Reference Number 308333. PIB Risk Services Limited is registered in England and Wales. Company Registration Number 02682789. Registered Office: Rossington's Business Park, West Carr Road, Retford, Nottinghamshire, DN22 7SW.

Address:

Land edged red
364, Barlow Moor
Road
Manchester
M21 8AZ

Your reference:

PP00859991

Client reference:

45385032

Date of order:

03 October 2023

Report Terms and Conditions

This report has been published by PinPoint Information and is supplied subject to our Terms and Conditions of Business, which can be found at www.pinpointinformation.co.uk/chancel-terms-v1

The reports are also supported by £10 million Professional Indemnity Insurance; details available on request

If you require any assistance please contact our team:

t: 0844 822 3960
e: info@pinpointinformation.co.uk
www.pinpointinformation.co.uk



PinPoint Chancel Ltd
Riverbank House, 1 Putney Bridge
Approach, London SW6 3JD



Your Aviva Legal Indemnity Policy Schedule

Chancel Repair policy number: 24821431CLI

Pinpoint Limited has produced a negative search result for Chancel liability in respect of the Property

This policy has been arranged for you on the recommendation of your legal adviser. It provides evidence of your insurance and may be required in the event of a claim.

Important. If the information in your policy is incorrect or incomplete, or if the insurance does not meet your requirements, please tell us as soon as possible

You are

- any owner(s) now and in the future of the freehold or leasehold interest in the Property
- any bank, building society or other lending institution holding a mortgage or charge on the Property.

We are

Aviva Insurance Limited, of Pitheavlis, Perth PH2 0NH 9 (our registered office) registered in Scotland under company registration number 2116 authorised by the Prudential Regulation Authority regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Your Premium Details

Total premium	£5.60
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This includes:

- | | |
|---|-------|
| • Chancel Repair indemnity premium excluding IPT | £5.00 |
| • Insurance Premium Tax (IPT) at the prevailing rate of 12.0% | £0.60 |

This premium is payable once only, for the duration of your policy (see Your Period of Cover).

Your Property details

Land edged red
364, Barlow Moor Road
Manchester
M21 8AZ

Your Insured Use

Your continued use of the Property as a commercial/business unit and/or residential property (which includes owner occupied or investment residential property) not exceeding 3 acres.

Your Cover Limit

You are covered for any claim(s) made against you under this policy for Insured Losses which you incur up to a total value of £3,000,000

Your Period of Cover

Start Date: 03 October 2023

This policy is effective from the Start Date and continues for ever

Your Covered Risk(s)

The Property is or may be subject to a liability to meet or contribute toward the cost of repairing the chancel of a church

Operation of Cover

In return for the payment of your Premium, we will provide the Cover to you throughout your Period of Cover, provided that

- to the best of your knowledge and belief, the information in the Statement of Fact attached to this policy was true when given; and
- you comply with the Terms and Conditions of this policy.

Your Cover

In the event that anyone relies on the Covered Risk to claim or establish during your Period of Cover a legal right to prevent or restrict your use of the Property or reduce its value when used in accordance with your Insured Use, we will, subject to the Terms and Conditions of this policy, indemnify you for your Insured Losses.

Your Insured Losses

As owner: If you are an owner of the freehold or leasehold interest in the Property, the losses for which you are insured under this policy are

- all sums which you are liable to pay in accordance with any order, injunction or judgement from a court of law in respect of a chancel repair liability, or with our written agreement
- any other costs incurred by you, with our written agreement
- payable by us notwithstanding a breach of the terms or conditions of this policy by someone other than you, provided that you did not agree with, and were not aware of, the breach.

As lender: If you are a bank, building society or other lending institution holding a mortgage or charge on the Property, the losses for which you are insured under this policy are

- any shortfall in the repayment of your mortgage advance or loan secured by the Property, together with interest and costs, insurance premiums, legal and estate agency fees, ground

rent and service charges (if applicable), following the exercise of your power of sale of the Property as mortgagee-in-possession

- payable by us notwithstanding a breach of the terms or conditions of this policy by someone other than you, provided that you did not agree with, and were not aware of, the breach.

Your Uninsured Losses

As owner: If you are an owner of the freehold or leasehold interest in the Property, the losses for which you are not insured under this policy are

any costs or expenses which result from

- damage to a church which is insurable (whether or not actually insured) under a material damage buildings insurance policy
- a chancel repair liability (including any caution) which is already registered against the Property, or in respect of which a notice of intended registration has already been lodged, at the Land Registry on or before the Start Date of the Policy
- the Property being more than 3 acres

Your Aviva Legal Indemnity Policy Terms and Conditions

The following terms and conditions apply to all sections of your policy. If you do not keep to these terms and conditions

- we may cancel your policy and refuse to pay any claim, or
- we may not pay any claim in full, or
- we may revise the premium and/or change any excess, or
- the extent of the cover may be affected.

General

Without first obtaining our written consent (which we need not give), you and anyone who acts on your behalf must not

- disclose the existence of this policy to anyone other than the legal advisers of prospective buyers of your Property and/or their mortgage-lenders;
- discuss or enter negotiations with anyone who may have an interest in or rights to enforce your Covered Risks;
- use the Property otherwise than in accordance with your Insured Use.

Claims

You must

- without unnecessary delay give written notice to us of any potential or actual claim or any circumstances likely to result in a claim;
- pass immediately to us all court documents and/or other communications received by you, and provide all information and assistance which we reasonably require;
- not deal with or attempt to settle a claim without our prior written agreement;
- do and allow to be done at our expense, all things reasonably necessary to minimise any losses, damages, costs and expenses payable under this policy.

We can

- have full discretion and conduct in your name the defence and settlement of any claim or the prosecution of any claim for indemnity, damages or otherwise;
- pay to you at any time the amount of the Cover Limit or any lesser amount for which claims can be settled, and then give up control of the claims and have no further involvement with them;
- if we have accepted a claim, refer any disagreement between you and us over the amount to be paid to an agreed arbitrator (or, in the absence of agreement, an arbitrator appointed by the President of the Chartered Institute of Arbitrators) in accordance with the law at the time. Legal action can be taken by you only after the arbitrator has made an award.

If you have other insurance covering the same loss as is covered under this policy, we will pay no more than our rateable proportion of the loss.

Our liability to you in respect of all and any claims under this policy will not exceed in total the amount of the Cover Limit.

Choice of law

The law of England and Wales will apply to this policy unless

- you and we agree otherwise; or
- at the Start Date you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

Use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English

Your cancellation rights

If you have taken out this policy acting other than in the course of your trade, business or profession ('a consumer'), you have the right to cancel your policy within 14 days from either the date of purchase of the policy or the day on which you receive your policy documentation, whichever is the later. If you wish to cancel and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid. To cancel please call Aviva on 0800 158 2236.

Please be aware that cancellation of this policy may put you in breach of your mortgage terms and/or the terms of a sale or lease agreement.

If you are not a consumer you do not have a statutory right of cancellation under this policy.

How to claim

If you need to make a claim, please contact the legal adviser who arranged the policy for you; or you can write to Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS, quoting your policy number (tel: 0800 158 2236).

Please be aware of the General and Claims Terms and Conditions of this policy.

Financial Services Compensation Scheme

If you have taken out this policy acting other than in the course of your trade, business or profession ('a consumer'), you have the right to cancel your policy within 14 days from either the date of purchase of the policy or the day on which you receive your policy documentation, whichever is the later. If you wish to cancel and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid. To cancel please call Aviva on 0800 158 2236.

Please be aware that cancellation of this policy may put you in breach of your mortgage terms and/or the terms of a sale or lease agreement.

If you are not a consumer you do not have a statutory right of cancellation under this policy.

Complaints

Our Promise of Service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect from us, we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

What will happen if you complain

- We will acknowledge your complaint promptly;
- We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting The Manager, Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS or telephone us on 0800 158 2236.

If you are unhappy with the outcome of your complaint, you may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0800 023 4567 (calls from UK landlines and mobiles are free) or 0300 123 9123

Or simply log on to their website at www.financial-ombudsman.org.uk.

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

IMPORTANT INFORMATION

Important notice - information we need to know about

You must take reasonable care to provide complete and accurate answers to the insurer's questions when you take out or make changes to your policy.

Please tell Aviva Legal Indemnities immediately if there are any changes to the information set out in "The Statement of Fact" document or on your policy.

If you are in any doubt, please contact Aviva Legal Indemnities.

When you inform us of a change, we will tell you if this affects your policy, for example whether we are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to your policy.

If the information provided by you is not complete and accurate:

- we may cancel your policy and refuse to pay any claim;
- we may not pay any claim in full;
- we may revise the premium and/or change any excess;
- the extent of the cover may be affected.

We recommend you keep a record (including copies of letters) of all information supplied to the insurer for future reference.

Data Protection Act – information uses

For the purposes of the Data Protection Act 1998, the Data Controllers in relation to any personal data you supply are Aviva Insurance Limited.

Insurance administration

Your information may be used for the purposes of insurance administration by the insurer, its associated companies and agents, and by reinsurers. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurer's compliance with any regulatory rules/codes. Your information may also be used for research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it.

If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us and for us to be able to process their personal data (including any

sensitive personal data) and also that you have told them who we are and what we will use their data for, as set out in this notice.

In the case of personal data, with limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you.

In assessing your application and calculating the premiums, the insurer or its agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossessions). Similar checks may be made in assessing any claims made. Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators).

Our Regulatory Status

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We are registered as Aviva Insurance Limited. (Registered in Scotland, No.2116. Registered Office: Pitheavlis, Perth PH2 0NH) and our firm's reference number is 202153. You may check this information and obtain further information about how the Financial Conduct Authority protects you by visiting their website www.fca.org.uk or by contacting them on 0800 111 6768.

Customers with Disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If you require any of these formats please contact Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS, quoting your policy number or telephone 0800 158 2236.

Telephone call charges and recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

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Registered Office: Pitheavlis, Perth PH2 0NH.

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Statement of Fact

The following information has been provided to us by or on behalf of the owner/occupier of the Property or some other person with recent, first-hand knowledge of the Property, immediately before the Start Date of the policy.

We have relied on this information in deciding whether, and on what terms, to offer cover, and it forms part of your policy. Please read any assumptions carefully.

If you are aware of any error or inaccuracy in this information you should tell us immediately. If you do not tell us about any relevant facts:

- we may cancel your policy and refuse to pay any claim, or
- we may not pay any claim in full, or
- we may revise the premium and/or change any excess, or
- the extent of cover may be affected.

1. The Property is comprised of less than 3 acres
2. Within the past 3 months, a search has been carried out at the Land Registry which does not disclose the registration, or notice of intended registration, of a chancel repair liability affecting the Property
3. You are not aware of any correspondence or contact by or with a parochial church council or any other church body or authority about a liability for chancel repair which affects either the owners of the Property, or owners of other properties in the vicinity of the Property

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STATUTORY DISCLOSURE NOTICE

TO THE INTERMEDIARY

This document must be revealed to the ultimate policyholder (including any lender's interest) before the conclusion of the insurance contract.

If you are a Solicitor, Licensed Conveyancer or Legal Executive, you should disclose this document to your client and/or their lender and/or the purchasers legal representatives for the benefit of their client and/or lender prior to the conclusion of the insurance contract.

TO THE POLICYHOLDER

Who are we?

PinPoint Chancel Ltd Registered office, Riverbank House, Putney Bridge Approach London SW6 3JD. Reg No.06019828

What services do we provide?

We assume that you are reading this because you have received professional advice that identified a need for the insurance policy requested. We are not permitted to provide advice on your requirement for the Insurance policy, or recommend how you should proceed. You will need to make your own choice about how to proceed and we recommend that this is done with guidance from your professional advisor.

Payment for our services.

Should you decide to proceed with purchasing an insurance policy you will be charged a premium that applies to the insurance policy you request which includes an administration fee of £6.00 (£5 net of VAT)

Our regulatory status.

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Financial Conduct Authority.

The FCA is an independent body that regulates the financial services industry (Including general sales and administration) in the UK.

The FCA requires us to provide you with this document for you information.

We recommend that you use the information provided in this document to help you decide if our services are right for you.

What to do if you have a complaint.

If you have any cause for complaint, you should, in the first instance write to us at: PinPoint Chancel Ltd, Riverbank House, 1 Putney Bridge Approach, London SW6 3JD. Tel: 0844 822 3960. Email:info@PinPointinformation.co.uk. Please quote the details of the policy (surname and initial, policy number and property address)