

*Report No. BC/MB/05.16.03*

## **Mining Risk Assessment: Land at Greenacres, Heolgerrig, Merthyr Tydfil.**

*Prepared on behalf of:*

***Mr and Mrs M. Connolly***

*By:*



## Mining Risk Assessment: Land Greenacres, Heolgerrig, Merthyr Tydfil.

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### List of Plans

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BC/MB/07.17.02.01. <i>General Location Plan.</i>	1:50,000.
BC/MB/07.17.02.02. <i>Geology Plan.</i>	1:10,560.
BC/MB/07.17.02.03. <i>Detailed Location Plan.</i>	1:1,250.

### Appendices

*Copy of Coal Authority Report No 51001500173001*  
*Copy of Radon Gas Report.*

## Mining Risk Assessment: Land Greenacres, Heolgerrig, Merthyr Tydfil.

### 1 Introduction

This report has been prepared on behalf of our client:

*Mr and Mrs M Connolly,  
Green Acres,  
Heolgerrig,  
Merthyr Tydfil,  
CF48 1HP*

and relates to a parcel of land in Heolgerrig, Merthyr Tydfil where there are four separate outline planning permissions to erect detached properties in the extensive gardens attached to the property. This report discusses the geology and mining history of the Site and the immediately surrounding area as they may affect the construction of the proposed dwellings and thereby assesses the mining risk to the proposed development. Recommendations are made for exploratory boreholes to examine in greater detail and, where appropriate, stabilise any shallow mine workings that may underlie the Site.

The following sources of data were used in the compilation of this report:

- i) *Research of published geological records;*
- ii) *Research of mining records held at The Coal Authority's archive in Mansfield;*
- iii) *The findings of The Coal Authority's mining report, reference no. 51001500173001;*
- iv) *Interrogation of The Coal Authority's Interactive Map, accessed 18<sup>th</sup> July 2017;*
- v) *The findings of the a Radon Gas report obtained from Public Health England and*

*/Cont....*

vi) the archive records of Blandford Consulting.

The findings of this report are necessarily based upon the data used in its compilation and may be amended in the future in the light of additional material information. The report must only be used in its entirety for its stated purpose.

## 2 Brief Description of the Site

The property that is the subject of this report, 'the Site' is located on easterly facing slopes of the Taff Valley on the side of Mynydd Aberdâr in the village of Heolgerrig, approximately 1 kilometre west of the centre of Merthyr Tydfil (see Figure 1 and *General Location Plan, drawing no. BC/MB/07.17.02.01*); it is irregular in outline and has maximum dimensions of 83m by 90m (see *Detailed Location Plan, drawing no. BC/MB/07.17.02.03*). The Site slopes eastwards, the elevation at the centre of the Site is approximately 234m aod. The property is located on the southern fringes of Heolgerrig and is bordered to the east and south by woodland. The Site is presently occupied by a detached dwelling with a number of outbuildings.

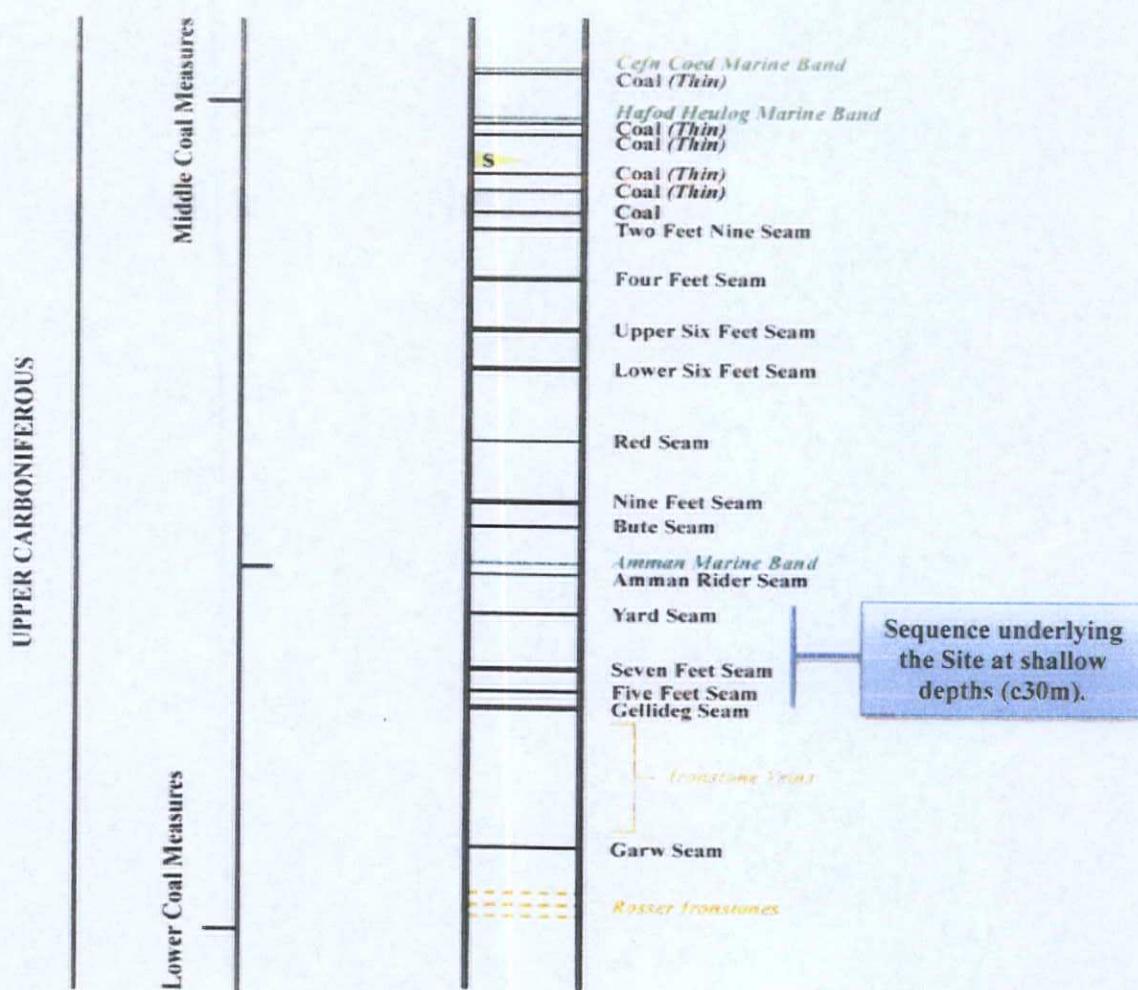
**Figure 1**  
**Aerial View of the Site**



### 3 Geology of the Site

The Site is situated near the northern margin of the South Wales Coalfield and is underlain at shallow depths by strata assigned to the Lower Coal Measures, a sub-division of the Upper Carboniferous Period. The most recently published geological sheet at 1:10,560 scale (SO 00 NW) shows the outcrop of the Seven Feet Seam to be present approximately 60m north-east of the Site (see *Geology Plan, drawing no. BC/MB/07.17.02.02*) and the outcrops of the Five Feet and Gellideg Seams to be present approximately 85m and 100m north-east of the Site respectively. Mining records suggest that the outcrops are further to the north-east than as shown on the published geological sheet. The published geology sheet shows the outcrop of the Yard Seam to be present to the south-west of the Site but mining records indicate that it is present to the north-east of the Site.

**Figure 2**  
**Part of the Stratigraphic Column.**  
**Scale: Not to Scale.**



Below the Gellideg Seam there are five ironstone veins and beneath them the Garw Seam (see Figure 2).

The average dip of the strata in the region is 1 in 13 towards the south-west so that the Yard and the Seven Feet Seam may underlie the Site at very shallow depths and the Five Feet underlies the Site at shallow depths. The Gellideg Seam is estimated to be approximately 45m below the Site.

The coal measures of the South Wales Coalfield have been affected by large faults. In the Heolgerrig area these large faults have a slightly sinuous trace at the surface and an average trend towards the north-west. The published geological sheet indicates that the Site is not affected by large scale faulting.

The published geological sheet shows the coal measures to be overlain with deposits of glacial till, Boulder Clay. We have no detailed information regarding the thickness and engineering properties of the Boulder Clay at the Site. The published geological sheet also identified that the Site is not affected by landslip.

## 4 Mining History

Our searches identified that the Site is within influencing distance of recorded old workings in two coal seams, the Yard and Seven Feet Seams, at 'shallow depths'. *i.e.* within 30m of the surface. Underground mining operations in the area ceased in 1896. The five ironstone veins situated between the Gellideg and Garw Seams in the geological sequence have been widely worked across the district. The workings in the ironstones tended to wander from ironstone vein to ironstone vein, depending upon the geology, the management of mine water and the quality of the ironstone veins. The Gellideg Seam is estimated to be at a depth of approximately 45 m beneath the Site, consequently the old workings in the ironstone veins are too deep to pose a risk of surface subsidence.

There is one recorded mine entry, a shaft, within 20m of the boundary of the Site. The shaft, reference no. 303206-129, lies to the south-east of the Site, beyond the Nant Cwm-pant-

*/Cont....*

Figure 3  
Print-out of The Coal Authority's Interactive Map  
(Interrogated 18<sup>th</sup> July 2017)



bach. Records held by The Coal Authority identify that a collapse of the shaft was reported to them, after which the void was filled with stone incorporating two layers of geogrid. There was a minimum cover of one metre above the geogrid.

Otherwise, there are no active coal mines in the locality, either deep mines or opencast, that would affect the structural integrity of the proposed dwellings and the Site has not previously been part of an opencast coal site.

## 5 Mine Gases

When coal is mined methane is released and may accumulate, sometimes with other mine gases, in the voids left by the mining operation. The gases may vent to atmosphere or be pushed out of the mining voids as they flood with mine water and in certain circumstances the gases can accumulate in voids and result in asphyxiation, fire or explosion. A number of studies of the old workings around Heolgerrig and dating back to the mid to late nineteenth century have shown that there is little risk from mine gases. This may be as a result of the nature of the coal seams or because the shallow old workings have vented most of the mine gases to atmosphere or is as a result of the combination of the two. The Coal Authority has no record of an emission of mine gas at the Site that has required action.

## 6 Radon Gas

Government advice is that the risk from Radon gas should be assessed for all new dwellings. This has been done by obtaining from Public Health England a Radon gas report that states that the Site is in an area that is NOT affected by Radon gas.

## 7 Risk Assessment: Discussion and Recommendations

### 7.1 Solid Geology

There are no features associated with the solid geology of the Site that would require any particular measures to be included in the design and construction of the foundations for

Cont....

the proposed dwellings. It is recommended that no further action is required in this respect.

## 7.2 Mining History

### 7.2.1 *Mine Workings*

The area has been subject to extensive underground mining operations since at least the earliest part of the nineteenth century. Mining records indicate that the Site is underlain with shallow mine workings in two coal seams. A number of ironstone veins underlying the Gellideg Seam have been very extensively mined across the district; they are too deep to pose a risk of surface subsidence. The old workings in the coal seams pose a significant risk of surface subsidence that could affect the structural integrity of the proposed developments.

There are no active underground mines in the locality and the Site has not been part of an opencast coal site.

### 7.2.2 *Mine Entries*

Our searches found a record of a single disused mine entry, a shaft, approximately 9m beyond the south-east corner of the Site. In 2007 a collapse of the shaft was filled by The Coal Authority using stone and geotextile membrane. Records indicate that the shaft has not been grouted nor capped and there is a risk of further subsidence as a result of settlement of the fill within the shaft. Any future collapse of the shaft could potentially affect only Plot 4. The risk of an unrecorded mine entry, particularly a small air shaft, being present within the Site cannot be entirely discounted and excavation works on the Site should be monitored for unusual features. If anything unusual is observed then the excavations should be stopped immediately and advice sought from a Chartered Geologist or from The Coal Authority.

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### 7.2.3 Mine Gases

Various studies of the shallow old workings in the Heolgerrig area have found no particular risk from mine gases. However, it would be prudent to monitor any exploratory boreholes for evidence of mine gases.

## 7.3 Radon Gas

A Radon gas report for the Property obtained from Public Health England identifies the Site as being in an area NOT affected by Radon gas. The action required to meet building control requirements is NONE.

## 7.4 Risk Assessment

The risk assessment has been carried for the whole of the property and consequently applies to the four building plots that sub-divide the Site and to the four outline planning permissions; Plot 1, planning reference number P/16/0173, Plot 2, planning reference number P/17/0123, Plot 4, planning reference number P/16/0172 and Plot 4, planning reference number P/16/0174. There is a significant risk of recorded old mine workings being present beneath the Site in two coal seams.

There are no active collieries or opencast coal sites in the locality that would affect the structural integrity of the proposed dwellings and the Site has not been part of an opencast site.

The risk from mine gases is considered to be very low. However, if shallow old workings are present they could act as a source of mine gases potentially posing a risk.

There is a disused mine shaft within 20m of the boundary of the Site; it poses no risk to the existing dwelling, Greenacres, nor to any future development of Plots 1, 2 and 5, but potentially poses a risk to a future development of Plot 4 only.

Cont....

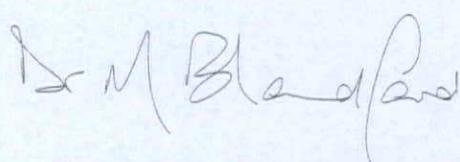
There is no risk from Radon gas.

## 7.5 Recommendations

The risk resulting from the mining heritage at the Site should be further assessed with exploratory boreholes. Before Plot 4 is developed an exploratory borehole should be drilled at the south-eastern corner of the Site, as near as possible to the disused mine shaft. The findings of the borehole should be used to assess the risk to any proposed dwelling resulting from any further collapse of the shaft and to calculate an exclusion zone around the shaft. It would be prudent to include monitoring to assess the presence or otherwise of mine gases in any exploration programme. If shallow old workings are found to be present the risk from those mining relics should be reduced by means of drilling and grouting.

The presence of an unrecorded, disused mine entry within the confines of the Site cannot be entirely discounted. If any unusual features are encountered during excavation works the works must be stopped immediately and advice sought from a Chartered Geologist or from The Coal Authority.

The recommended site investigation and any subsequent works should be designed and supervised by a Chartered Geologist or other competent person and will require a permit from The Coal Authority.



Dr Malcolm Blandford,  
Chartered Geologist.

Report Date: 19<sup>th</sup> July 2017.

Blandford Consulting,  
Consultant Geologists and Geotechnical Engineers,  
The Enterprise Centre, Merthyr Industrial Park, Pentrebach, Merthyr Tydfil, CF48 4DR.  
Tel. No. (01443) 693353. Fax. No. (01443) 693351.

# PLANS

*The Enterprise Centre,  
Merthyr Industrial Park,  
Penricebach  
Merthyr Tydfil,  
South Wales  
CF48 4DR.*

**BLANDFORD CONSULTING**

*Geologists Working With The Environment...*

## *Detailed Location Plan.*

Plan Scale: 1:1,250.

### Key to Symbols:

- Approximate Site Boundary.
- Approximate Plot Boundary.
- Approximate Position of Treated, Disused Mine Shaft.

*Note:*

*Drawing extracted from  
documents provided by client.*

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THE ENTERPRISE CENTRE,  
MERTHYR INDUSTRIAL PARK,  
PENTREBACH,  
MERTHYR TYDFIL,  
SOUTH WALES.

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Drawing No: BCB/MB/07,17,02,03.

Study on Land at Greenacres,  
Heolgerrig, Merthyr Tydfil.

## Geology Plan.

Plan Scale: 1:10,560.



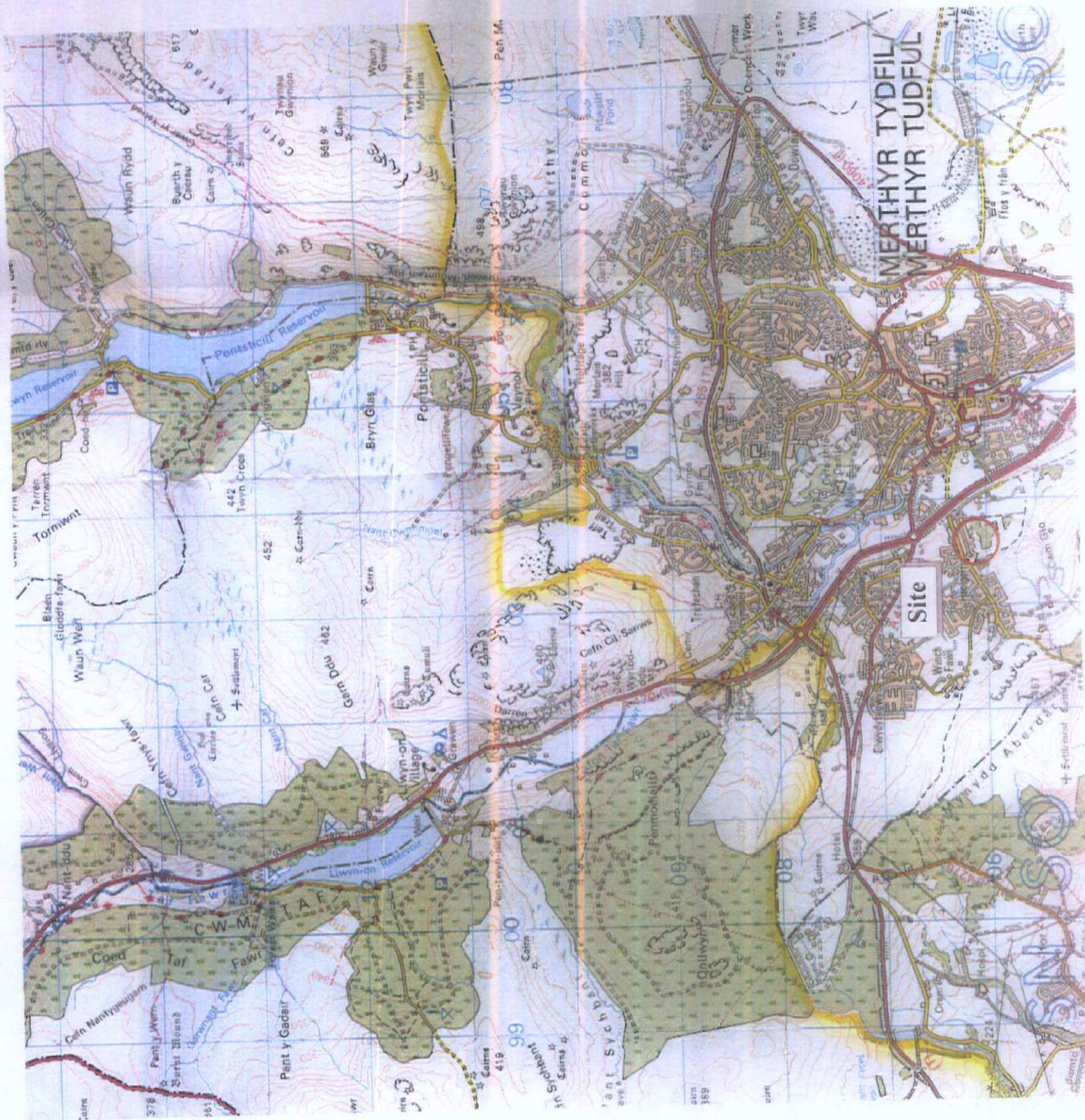
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THE ENTERPRISE CENTRE,  
PENTREBEDD, MERTHYR TYDFIL,  
SOUTH WALES,  
GLAMORGAN

**BLANDFORD CONSULTING**

**General Location Plan.****Plan Scale: 1:50,000.****Key to Symbols:****Approximate Position of Site.****Note: North is at top of plan.****© Crown Copyright Reserved**

THE ENTERPRISE CENTRE,  
MERTHYR INDUSTRIAL PARK,  
PENTREBACH,  
MERTHYR TYDFIL,  
SOUTH WALES,  
CF48 4DR.

**BLANDFORD CONSULTING**

# APPENDIX I

COPY OF COAL AUTHORITY'S  
REPORT, REF NO:  
51001500173001

*The Enterprise Centre,  
Mynydd Industrial Park,  
Penricebach,  
Mynydd Tydfil,  
South Wales,  
CF48 4DR.*

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The Coal  
Authority

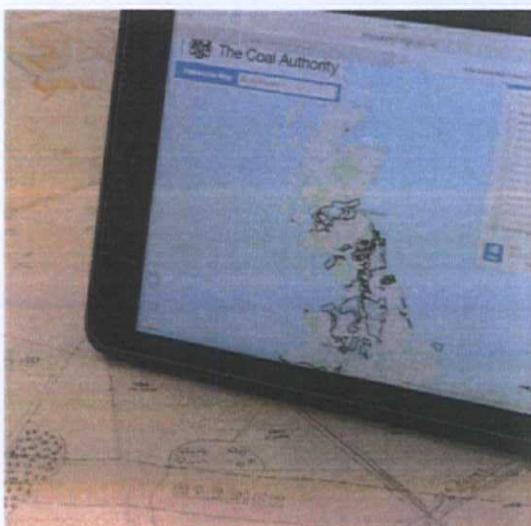
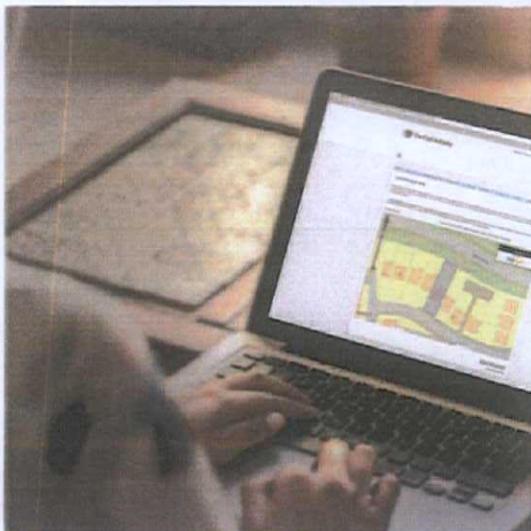
Resolving the impacts of mining

# CON29M Residential Mining Report

GREENACRES  
BRONDEG  
HEOLGERRIG  
MERTHYR TYDFIL  
MERTHYR TYDFIL UA  
CF48 1TP

Date of enquiry: 17 July 2017  
Date enquiry received: 17 July 2017  
Issue date: 17 July 2017

Our reference: 51001500173001  
Your reference: SC/MB/G1/17/05



# CON29M Residential Mining Report

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

## Client name

Blandford Consulting

## Enquiry address

GREENACRES, BRONDEG, HEOLGERRIG, MERTHYR TYDFIL, MERTHYR TYDFIL UA, CF48 1TP

## How to contact us

0345 762 6848 (UK)

+44 (0)1623 637 000 (International)

200 Lichfield Lane  
Mansfield  
Nottinghamshire  
NG18 4RG

[www.groundstability.com](http://www.groundstability.com)

[/company/the-coal-authority](https://www.linkedin.com/company/the-coal-authority)  
[/thecoalauthority](https://www.facebook.com/thecoalauthority)  
[/coalauthority](https://twitter.com/coalauthority)



Approximate position of property



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# Summary

## Has the search report highlighted evidence or potential of

1	Past underground coal mining	Yes
2	Present underground coal mining	No
3	Future underground coal mining	Yes
4	Mine entries	Yes
5	Coal mining geology	No
6	Past opencast coal mining	No
7	Present opencast coal mining	No
8	Future opencast coal mining	No
9	Coal mining subsidence	No
10	Mine gas	No
11	Hazards related to coal mining	No
12	Information from the Cheshire Brine Subsidence Compensation Board	No

## Further recommended reports

Mine entry interpretive report

Mine entry plan and data sheets

For detailed findings, please go to page 4.

## 1. Past underground coal mining

The property is in a surface area that could be affected by underground mining in 1 seam of coal at shallow depth, and last worked in 1896.

## 2. Present underground coal mining

The property is not within a surface area that could be affected by present underground mining.

### 3. Future underground coal mining

3.1 Future underground coal mining  
The property is not in an area where the Coal Authority has plans to grant a licence to remove coal using underground methods.

The property is not in an area where a licence has been granted to remove or otherwise work coal using underground methods.

The property is not in an area likely to be affected from any planned future underground coal mining.

However, reserves of coal exist in the local area which could be worked as a short-term measure.

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

Within, or within 20 metres of, the boundary of the property there is 1 mine entry, the approximate position of which is shown on the adjoining boundary plan.

Our records disclose the following information:

303206-129. After a collapse was reported at this mine entry the void was filled with stone which incorporated two layers of geogrid. There was a minimum cover of one metre above the geogrid. These works were undertaken by the Coal Authoritys Public Safety Department during 2007.

For an additional fee, the Coal Authority can provide a Mine Entry Interpretive Report. The report will provide a separate assessment for the mine entry/entries referred to in this report. It gives an opinion on the likelihood of mining subsidence damage caused from ground movement as a consequence of the mine entry/entries. It also gives details of the remedies available for subsidence damage where the mine entry was sunk in connection with coal mining.

Please note that it may not be possible to produce a report if the main building to the property cannot be identified from Coal Authority plans (ie for development sites and new build).

For further advice on how to order this additional information please visit [www.groundstability.com](http://www.groundstability.com).

#### **5. Coal mining geology**

The Coal Authority is not aware of any damage due to geological faults or other lines of weakness that have been affected by coal mining.

#### **6. Past opencast coal mining**

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

#### **7. Present opencast coal mining**

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**

There are no licence requests outstanding to remove coal by opencast methods within 800 metres of the boundary.

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.

#### **9. Coal mining subsidence**

The Coal Authority has not received a damage notice or claim for the subject property, or any property within 50 metres, since 31 October 1994.

There is no current Stop Notice delaying the start of remedial works or repairs to the property.

The Coal 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.

#### **10. Mine gas**

The Coal Authority has no record of a mine gas emission requiring action.

**11. Hazards related to coal mining**

The property has not been subject to remedial works, by or on behalf of the Authority, under its Emergency Surface Hazard Call Out procedures.

**12. Information from the Cheshire Brine Subsidence Compensation Board**

The property lies outside the Cheshire Brine Compensation District.

# Comments on the Coal Authority information

## Coal Authority information

The boundary plot shows the approximate location of the disused mine entry/entries referred to in this report. For reasons of clarity, mine entry symbols may not be drawn to the same scale as the plan.

Property owners have the benefit of statutory protection (under the Coal Mining Subsidence Act 1991\*). This contains provision for the making good, to the reasonable satisfaction of the owner, of physical damage from disused coal mine workings including disused coal mine entries. A leaflet setting out the rights and obligations of either the Coal Authority or other responsible persons under the 1991 Act can be obtained by visiting [www.groundstability.com](http://www.groundstability.com).

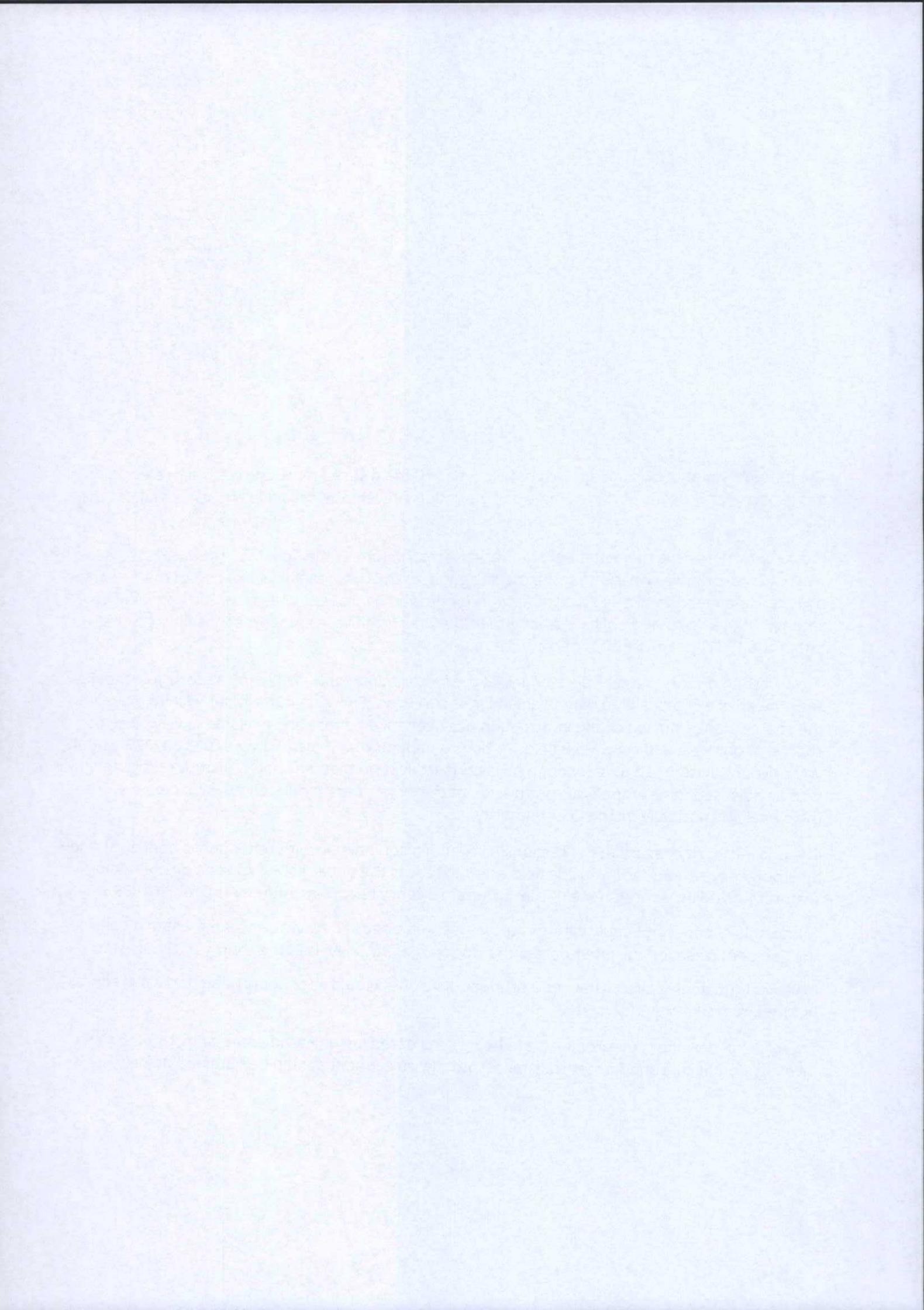
If you wish to discuss the relevance of any of the information contained in this report, you should seek the advice of a qualified mining engineer or surveyor. If you or your advisor wish to examine the source plans from which the information has been taken, these are available to view, free of charge, at our Head Office in Mansfield. To book an appointment please ring 01623 637225. Should you or your advisor wish to carry out a physical investigation that may enter, disturb or interfere with any disused mine entry, prior permission of the owner must be sought. For coal mine entries, the owner will normally be the Coal Authority.

The Coal Authority, regardless of responsibility and in conjunction with other public bodies, provide an emergency call out facility in coalfield areas to assess the public safety implications of mining features (including disused mine entries). Our emergency telephone number is 01623 646333.

\*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 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 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.

## Additional remarks

Information provided by the Coal Authority in this report is compiled in response to the Law Society's Con29M Coal Mining and Brine Subsidence Claim enquiries. The said enquiries are protected by copyright owned by the Law Society of 113 Chancery Lane, London WC2A 1PL. Please note that Brine Subsidence Claim enquiries are only relevant for England and Wales. This report is prepared in accordance with the Law Society's Guidance Notes 2006, the User Guide 2006 and the Coal Authority and Cheshire Brine Board's Terms and Conditions applicable at the time the report was produced.

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

## Disclaimer

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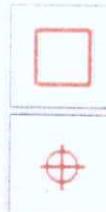
## Alternative formats

If you would like this report in an alternative format, please contact our communications team.

# Enquiry boundary

## Key

Approximate position of enquiry boundary shown



Disused mineshaft



## How to contact us

0345 762 6848 (UK)  
+44 (0)1623 637 000 (International)

200 Lichfield Lane  
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[www.groundstability.com](http://www.groundstability.com)

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## Policy documents

### General summary

This is a summary of the policy and does not contain the full terms and conditions of the cover which can be found in the policy document. It is important that you read the policy document carefully when you receive it. If you are a solicitor you should also disclose this document to your client, their lender and/or the purchaser's solicitors for the benefit of their client.

### Name of insurer

The insurer is Liberty Legal Indemnities, part of Liberty Mutual Insurance Europe Limited. The underwriting agency is Legal and Insurance Services Limited, PO Box 234, Tunbridge Wells, Kent TN3 0LX.

Legal and Insurance Services Limited is regulated by the Financial Conduct Authority (FCA) and authorised to arrange general insurance contracts. Register number: 305910.

### The Coal Authority

The Coal Authority, a NDPB (non-departmental public body) sponsored by BEIS (Department for Business, Energy and Industrial Strategy) 200 Lichfield Lane, Mansfield, Nottinghamshire, NG18 4RG, is responsible for producing the Coal & Brine Search Report, issuing the policy, collecting the premium and declaring the existence of the policy to Liberty Legal Indemnities.

### Type of insurance and cover

- a. The policy is evidenced by the policy that is attached to the Coal & Brine Search Report provided by the Coal Authority in respect of a search in form CON29M (2006).
- b. Where a Coal & Brine Search Report has been obtained in connection with a sale of the property, cover is provided for the benefit of a purchaser and their lender; in the case of a re-mortgage or where the existing owner chooses to obtain a Coal & Brine Search Report, cover is provided for the benefit of the owner and their lender.
- c. The policy offers protection against loss sustained by the owner of the property if any new problems or adverse entries are revealed in a subsequent Coal & Brine Search Report which were not revealed by the original report to which the policy was attached.

a. The policy only covers loss or damage suffered within an area of £50,000.00.

b. The purposes of the policy loss includes:

- (i) any reduction in the market value of the property directly attributable to changes in the information revealed in the Coal & Brine Search Report compiled against the property; and
- (ii) all other costs and expenses incurred which we have agreed, in writing, to cover.

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

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

#### **Significant or unusual Exclusions or Conditions under the policy**

- a. Full details can be found in the Cover and Exclusions sections of the policy.
- b. The policy does not cover your costs in relation to the loss of a transaction for the sale or purchase of the property.
- c. The property must be an existing (i.e. it must have been lived in) single residential house, flat or maisonette in the United Kingdom.
- d. The policy does not cover loss relating to structural or other physical damage caused to the property by subsidence, flooding or otherwise.
- e. The policy does not cover you for any loss in relation to any matter revealed in the Coal & Brine Search Report to which the policy is attached nor in relation to any matter that you were otherwise aware of on or before the policy was issued.

#### **Cancellation rights**

You can cancel your policy within 14 days of the commencement date. Please telephone or email Legal and Insurance Services Limited on 01892 863863 or at [enquiries@goodtitle.co.uk](mailto:enquiries@goodtitle.co.uk) quoting your policy number.

#### **How to claim**

If you need to make a claim, please write to Legal and Insurance Services Limited, PO Box 234, Tunbridge Wells, Kent TN3 0LX quoting your policy number. You can also telephone 01892 863863 or contact them via email at [enquiries@goodtitle.co.uk](mailto:enquiries@goodtitle.co.uk). Please enclose your policy and the Coal & Brine Search Report attached to it together with the subsequent report giving rise to the claim.

In the first instance, please contact the Underwriting Manager (Complaints) Legal and Insurance Services Limited, PO Box 234, Tunbridge Wells, Kent TN3 0LX.

Tel: 01892 863863

Fax: 01892 861025

Email: [enquiries@goodtitle.co.uk](mailto:enquiries@goodtitle.co.uk)

If you are unable to resolve your complaint with the above please contact:

Liberty Specialty Markets

20 Fenchurch Street

London

EC3M 3AW

Tel: 020 3758 0000

Complaints that cannot be resolved may be referred to the Financial Ombudsman Service ([www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)). Further details will be provided at the appropriate stage of the complaints process.

#### **Financial services compensation scheme**

Legal and Insurance Services Limited are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if they cannot meet their obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from:

The Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU. The FSCS website may be viewed at [www.fscs.org.uk](http://www.fscs.org.uk)



On behalf of the insurer

## Coal & Brine Search Report Insurance Policy

### Schedule

Policy number: **24623539**

The insurer: **Liberty Legal Indemnities - underwritten by Liberty Mutual Insurance Europe Limited**

Binding Authority contract number: **RNMFP1703841**

Property: **GREENACRES, BRONDEG, HEOLGERRIG, MERTHYR TYDFIL, MERTHYR TYDFIL UA, CF48 1TP**

Report reference number: **51001500173001**

Limit of cover: **£50,000.00**

Dated: **17 July 2017**

This policy and schedule shall be read together and any word or expression to which a specific meaning has been attached in either shall bear such meaning wherever it may appear.

Where a Coal & Brine Search Report has been obtained in connection with a sale of the property, cover is provided for the benefit of a purchaser and their lender; in the case of a re-mortgage or where the existing owner chooses to obtain a Coal & Brine Search Report, cover is provided for the benefit of the owner and their lender.

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

The insured shall at all times comply with the requirements of the Conditions of this Policy.

In this policy unless the context requires otherwise the following words or expressions shall have the following meanings:

**Date of the report** means the date of the Coal & Brine Search Report attached to this policy.

**Coal & Brine Search Report** means the attached Coal & Brine Search Report that the Coal Authority has prepared for the property following a Coal & Brine Search Report providing information compiled from:

- i. the Coal Authority's records in relation to past, present and future underground and opencast coal-mining activity, shafts and adits (vertical and horizontal entries to mines) coal-mining geology, coal-mining related hazards, coal-mining subsidence and mine gas and
- ii. the records of the Cheshire Brine Subsidence Compensation Board in relation to Cheshire Brine

The Coal Authority is a NDPB (non-departmental public body) sponsored by BEIS (Department for Business, Energy and Industrial Strategy) 200 Lichfield Lane, Mansfield, Nottinghamshire, NG18 4RG. The Coal Authority is responsible for producing the Coal & Brine Search Report, issuing this policy, collecting the premium and declaring the existence of this policy to the insurer.

**Insurer** means Liberty Legal Indemnities – part of Liberty Mutual Insurance Europe Limited.

**Insured** means the person insured by this policy. This may be:

- i. the person who asked for the Coal & Brine Search Report in connection with your purchase of the property (and your mortgagee)
- ii. the person who purchased the property (and your mortgagee) if the person selling the property has asked for a Coal & Brine Search Report for the benefit of the purchaser as part of a seller's pack or if the property has been purchased by way of auction
- iii. the owner of the property (and your mortgagee) if you are re-mortgaging the property or the owner of the property who has chosen to obtain a Coal & Brine Search Report

**Knowledge** means actual knowledge or notice but not knowledge or notice which may be imputed to the insured by reason of the public records as defined in this policy or any other records which impute notice of matters affecting the property.

**Market value** means the average of the estimates given by 2 independent valuers (one to be appointed by and paid for by the insurer and the other by the insured) as to the price which could have been obtained for the property on the open market at the date on which the insured first becomes aware of the existence of the defect and under normal sale conditions at the time.

**Property** means the residential property at each address shown in the Schedule to this Policy and in respect of which the Coal Authority has provided the attached Coal & Brine Search Report.

**Public records** means records established by the Crown or any local or statutory authority at the date of the mortgage pursuant to the Land Registration Acts 1925 and 2002 the Land Charges Act 1972 and the Local Land Charges Act 1975 including any replacement or amending legislation.

**Period of insurance** means the period from the date of the report until:

- i. the property is sold
- ii. the debt secured by the mortgage is repaid if the insured is a mortgagee

**Premium** means the total amount paid in consideration of the cover provided by this policy which includes Insurance Premium Tax at the appropriate rate.

## Cover

Subject to the terms and conditions of this policy and provided the Coal Authority has collected the premium cover will be provided up to the limit of cover for all claims made during the period of insurance in respect of:

- i. the loss in market value of the property directly attributable to any changes in the information revealed in a subsequent Coal & Brine Search Report which was not revealed in the Coal & Brine Search Report attached to this policy which was carried out on the date of the report, such loss in market value to be calculated at the date of the subsequent Coal & Brine Search Report, and
- ii. any costs and expenses incurred with the consent of the insurer

## Exclusions

This policy does not cover any loss:

1. if at the date of the claim you are not the legal or beneficial owner of the property
2. if the property is not a single private home in the United Kingdom which is used only for residential purposes
3. in relation to loss of a transaction for the sale or for the purchase of the property nor for any costs incurred by you in relation to the loss of such transaction
4. in respect of structural or other physical damage caused to the property by subsidence, flooding or otherwise
5. as a result of any change in information in response to questions 3(a), 3(b), 8(a) or 8(b) of a Coal & Brine Search Report (form CON29M (2006))
6. for any entry on any subsequent Coal & Brine Search Report after the date of the report if this entry also appears on the attached Coal & Brine Search Report

7. for any problem revealed by the first Coal & Brine Search Report after the date of the report if the insured or their legal representative knew about the problem on or before the date of the report
8. for any change in the interpretation of data upon which the Coal & Brine Search Report was produced provided such data remains unchanged

The insurer will not be responsible for any loss for which the Coal Authority or the Cheshire Brine Subsidence Compensation Board may be required to pay by law.

## Conditions

1. On becoming aware of any potential or actual claim against this policy the insured must:
  - a) provide written notice and details to the insurer without unnecessary delay
  - b) provide all information and assistance that the insurer (and/or their agents solicitors or surveyors) require at the insured's own expense
2. Any act or omission by the insured or anyone acting on the insured's behalf which in whole or in part induces a claim under this policy (save as may already have occurred and be recorded in this policy or schedule and save in relation to carrying out the insured use) shall void this policy.
3. If at the time of a claim under this policy there is other insurance (whether accepted by the insured or any other party) under which the insured may be entitled to make a claim either wholly or partly in respect of the same interest or risk covered by this policy the insurer will not be liable to pay or contribute more than their rateable proportion of the claim.
4. The law of England and Wales will apply to this contract unless at the date of the report you are a resident of Scotland or Northern Ireland in which case the law of that country will apply.

## Cancellation rights

You can cancel a policy by contacting us within 14 days of the policy commencement date provided all parties that have an interest in the policy (for example mortgage lender) also consent to the cancellation. Please telephone or email us in the first instance on 01892 863863 or at [enquiries@goodtitle.co.uk](mailto:enquiries@goodtitle.co.uk) referencing the policy number.

## Non-invalidation clause

The interest of any insured under this policy will not be invalidated or affected by any other party breaching the policy terms and conditions, or providing false or misleading information to the insurer, unless:

- a) such party acted on the insured's behalf or with the insured's knowledge and consent
- b) where the insured is a successor in title or mortgagee, chargee or lessee, they had knowledge of a breach of the policy terms or conditions, or that false or misleading information has been provided to the insurer prior to the date of commencement

## General

1. Unless otherwise indicated, no term of this insurance contract is intended to limit or affect the statutory rights or obligations of any of the parties to this contract under, and/or the effect of, parts 2, 3, 4 or 5 of the Insurance Act 2015 (the "2015 Act").
2. Any term of this insurance contract which would, but for this clause, put the insured in a worse position as respects any of the matters provided for in parts 2, 3, 4 or 5 of the 2015 Act than it would be by virtue of the provisions of those parts is, to that extent, of no effect, unless the insurer has complied with the transparency requirements in section 17 of the 2015 Act.
3. The insured should ask the insurer or its broker or solicitor for clarification of any matters which are not clear to it regarding the scope of disclosure required or the provisions of this insurance contract.

## The duty of fair presentation

1. Before this insurance contract is entered into, the insured (including anyone acting on behalf of the insured in arranging this insurance contract) must make a fair presentation of the risk to the insurer, in accordance with section 3 of the 2015 Act. In summary, they must:
  - a) disclose to the insurer every material circumstance which the insured knows or ought to know. Failing that, they must give the insurer sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including premium)
  - b) make the disclosure in clause 1 a) above in a reasonably clear and accessible way
  - c) ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith

2. For the purposes of clause 1 a) above, the insured is expected to know the following:

- a) if the insured is an individual, what is known to the individual and anybody who is responsible for arranging his or her insurance
- b) if the insured is not an individual, what is known to anybody who is part of the insured's management; or anybody who is responsible for arranging the insured's insurance
- c) whether the insured is an individual or not, what should have reasonably been revealed by a reasonable search of information available to the insured. The information may be held within the insured's organisation, or by any third party (including but not limited to the broker, solicitor, subsidiaries, affiliates or any other person who will be covered under the insurance). If the insured is insuring subsidiaries, affiliates or other parties, the insurer expects that the insured will have included them in its enquiries, and that the insured will inform the insurer if it has not done so. The reasonable search may be conducted by making enquiries or by any other means

## Breach of warranty: suspensory

If the insured breaches a warranty in this insurance contract, the insurer's liability under the contract shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The insurer will have no liability to the insured for any loss which occurs, or which is attributable to something happening, during the period when the insurer's liability is suspended.

## Terms not relevant to the actual loss

Where: (i) there has been a failure to comply with a term (express or implied) of this insurance contract, other than a term that defines the risk as a whole; and (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the insurer cannot rely on the breach of such term to exclude, limit or discharge its liability if the insured shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

1. If the insured makes a fraudulent claim under this insurance contract, the insurer:
  - a) is not liable to pay the claim
  - b) may recover from the insured any sums paid by the insurer to the insured or to any third party in respect of the claim
  - c) may by notice to the insured treat the contract as having been terminated with effect from the time of the fraudulent act
2. If the insurer exercises its right under Clause 1 c) above:
  - a) the insurer shall not be liable to the insured in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the insurer's liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim)
  - b) the insurer need not return any of the premiums paid

If this insurance contract provides cover for any person or entity who is not a party to the contract (a covered person), and a fraudulent claim is made under the contract by or on behalf of a covered person, the insurer may exercise the rights set out in the preceding clause above as if there were an individual insurance contract between the insurer and the covered person. However the exercise of any of those rights shall not affect the cover provided under the contract for any other person or entity.

1. If, prior to entering into this insurance contract, the duty of fair presentation shall have been breached, the remedies available to the insurer are set out below:
  - a) if the breach of the duty of fair presentation is deliberate or reckless:
    - i) the insurer may avoid the contract, and refuse to pay all claims
    - ii) the insurer need not return any of the premiums paid

- b) if the breach of the duty of fair presentation is not deliberate or reckless, the insurer's remedy shall depend upon what the insurer would have done if the duty of fair presentation had been complied with:
  - i) if the insurer would not have entered into the contract at all, the insurer may avoid the contract and refuse all claims, but must return the premiums paid
  - ii) if the insurer would have entered into the contract, but on different terms (other than terms relating to the premium), the contract is to be treated as if it had been entered into on those different terms from the outset, if the insurer so requires
  - iii) in addition, if the insurer would have entered into the contract, but would have charged a higher premium, the insurer may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, the insurer shall pay only X% of what it would otherwise have been required to pay, where  $X = (\text{premium actually charged}/\text{higher premium}) \times 100$
- 2. If, prior to entering into a variation to this insurance contract, the duty of fair presentation shall have been breached, the remedies available to the insurer are set out below:
  - a) if the breach of the duty of fair presentation is deliberate or reckless:
    - i) the insurer may by notice to the insured treat the contract as having been terminated from the time when the variation was concluded
    - ii) the insurer need not return any of the premiums paid
  - b) if the breach of the duty of fair presentation is not deliberate or reckless, the insurer's remedy shall depend upon what the insurer would have done if the duty of fair presentation had been complied with:
    - i) if the insurer would not have agreed to the variation at all, the insurer may treat the contract as if the variation was never made, but must in that event return any extra premium paid
    - ii) if the insurer would have agreed to the variation of the contract, but on different terms (other than terms relating to the premium), the variation is to be treated as if it had been entered into on those different terms, if the insurer so requires
    - iii) if the insurer would have increased the premium by more than it did or at all, then the insurer may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the insurer shall pay only X% of what it would otherwise have been required to pay, where  $X = (\text{premium actually charged}/\text{higher premium}) \times 100$
    - iv) if the insurer would not have reduced the premium by more than it did or at all, then the insurer may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the insurer shall pay only X% of what it would otherwise have been required to pay, where  $X = (\text{premium actually charged}/\text{reduced total premium}) \times 100$

## Notice to the insured

Any enquiry or complaint should be addressed in the first instance to:

Legal and Insurance Services Limited  
PO Box 234  
Tunbridge Wells  
Kent  
TN3 0LX

Tel: 01892 863863

Fax: 01892 861025

Email: [enquiries@goodtitle.co.uk](mailto:enquiries@goodtitle.co.uk)

If you are unable to resolve your enquiry or complaint with the above please contact:

Liberty Specialty Markets  
20 Fenchurch Street  
London  
EC3M 3AW

Tel: 020 3758 0000

Complaints that cannot be resolved may be referred to the Financial Ombudsman Service ([www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)). Further details will be provided at the appropriate stage of the complaints process.

## Notifying a claim

If anything should happen which might give rise to a claim under the policy please forward full details to Legal and Insurance Services Limited at the above address. Please include mention of the Policy Number shown at the top of the Schedule to the policy.

If you do not receive a reply or acknowledgement within 10 working days please forward the details to Liberty Specialty Markets at the above address.

# APPENDIX II

## COPY OF RADON GAS REPORT

 The Enterprise Centre,  
Merthyr Industrial Park,  
Pentrebach,  
Merthyr Tydfil,  
South Wales,  
CF48 4DR

**BLANDFORD CONSULTING**

*Geologists Working With The Environment...*



Public Health  
England

## Report of address search for radon risk



British  
Geological Survey

### Radon Risk Report for addresses in England and Wales

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Address searched: Greenacres, Brondeg, Heolgerrig, Merthyr Tydfil, CF48 1TP

Grid reference searched:

303609 East

206105 North

Date of report: 18 July 2017

### Guidance for existing properties

Is this property in a radon Affected Area? - No

A radon Affected Area is defined as where the radon level in at least one property in every hundred is estimated to exceed the Action Level.

The estimated probability of the property being above the Action Level for radon is: 0-1%

The result may not be valid for buildings larger than 25 metres.

If this site is for redevelopment, you should undertake a GeoReport provided by the British Geological Survey.

This report informs you of the estimated probability that this particular property is above the Action Level for radon. This does not necessarily mean there is a radon problem in the property; the only way to find out whether it is above or below the Action Level is to carry out a radon measurement in an existing property.

Radon Affected Areas are designated by the Public Health England. PHE advises that radon gas should be measured in all properties within Radon Affected Areas.

If you are buying a currently occupied property in a Radon Affected Area, you should ask the present owner whether radon levels have been measured in the property. If they have, ask whether the results were above the Radon Action Level and if so, whether remedial measures were installed, radon levels were re-tested, and the results of re-testing confirmed the effectiveness of the measures.

Further information is available from PHE or <http://www.ukradon.org>

### Guidance for new buildings and extensions to existing properties

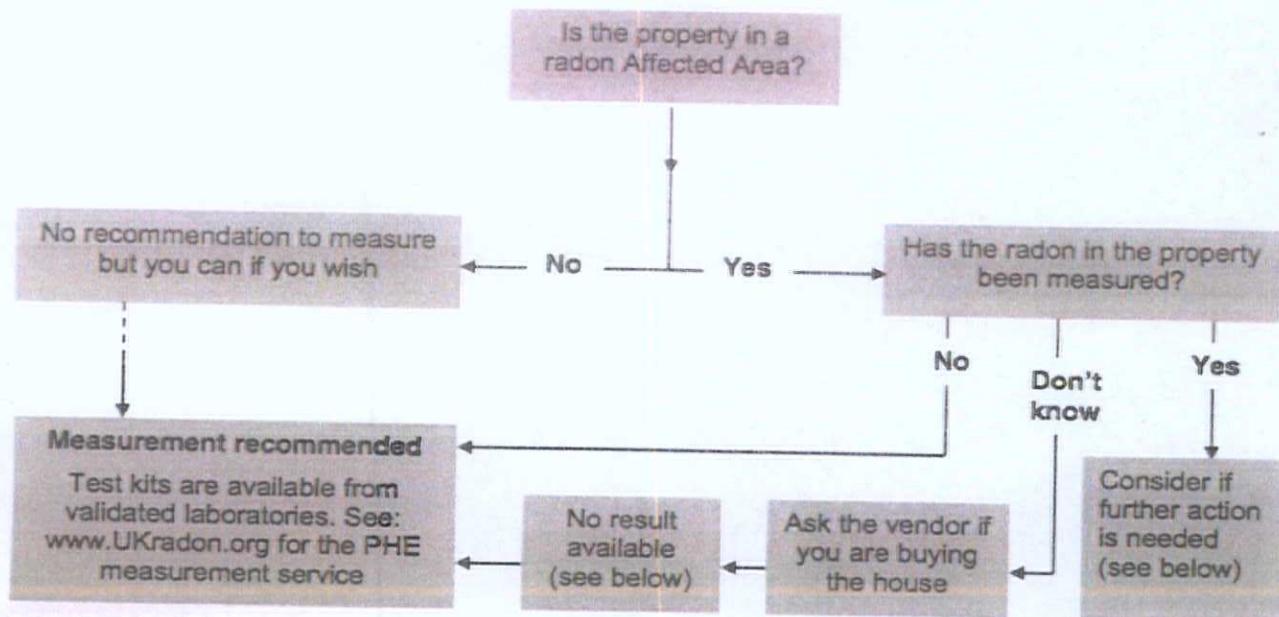
What is the requirement under Building Regulations for radon protection in new buildings and extensions at the property location? - None

If you are buying a new property in a Radon Affected Area, you should ask the builder whether radon protective measures were incorporated in the construction of the property.

See the Radon and Building Regulations for more details.



## PHE guidance for occupiers and prospective purchases



**Existing radon test results:** There is no public record of individual radon measurements. Results of previous tests can only be obtained from the seller. Radon levels can be significantly affected by changes to the building or its use, particularly by alterations to the heating and ventilation which can also be affected by changes in occupier. If in doubt, test again for reassurance.

**Radon Bond:** This is simply a retained fund, the terms of which are negotiated between the purchaser and the vendor. It allows the conveyance of the property to proceed without undue delay. The purchaser is protected against the possible cost of radon reduction work and the seller does not lose sale proceeds if the result is low. Make sure the agreement allows enough time to complete the test, get the result and arrange the work if needed.

**High Results:** Exposure to high levels of radon increases the risk of developing lung cancer. If a test in a home gives a result at or above the Action Level of 200 Becquerels per cubic metre of air (Bq/m<sup>3</sup>), formal advice will be given to lower the level. Radon reduction will also be recommended if the occupants include smokers or ex-smokers when the radon level is at or above the Target Level of 100 Bq/m<sup>3</sup>; these groups have a higher risk. Information on health risks and radon reduction work is available from PHE. Guidance about radon reduction work is also available from some Local Authorities, the Building Research Establishment and specialist contractors.

PHE designated radon website:

<http://www.ukradon.org>

Building Research Establishment:

<http://www.bre.co.uk/page.jsp?id=3137>