

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, 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.

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

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 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.

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.

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 H

Zetica (UXO) Pre- Desk Assessment Report

From: [Eleanor Chaston](#)
To: [Utility Requests](#); [Uxo](#)
Cc: [Sohni, Shrevata](#); [Research](#)
Subject: RE: Trevor Hire PDSA
Date: 13 September 2021 19:21:20
Attachments: [image004.png](#)
[image007.png](#)
[image009.png](#)
[image001.png](#)

Good afternoon Ajay

Please find the PDSA below as requested. Any further queries, don't hesitate to contact us.

	
Pre-Desk Study Assessment	
Site:	Trevor Hire, The Old Wharf, Cefn Mawr, Wrexham, Wales
Client:	Arcadis
Contact:	Ajay Dyas
Date:	13 th September 2021
Pre-WWI Military Activity on or Affecting the Site	None identified.
WWI Military Activity on or Affecting the Site	None identified.
WWI Strategic Targets (within 5km of Site)	The following strategic targets were located in the vicinity of the Site: • Transport infrastructure and public utilities. • Industries important to the war effort, including chemical works.
WWI Bombing	None identified on the Site.
Interwar Military Activity on or Affecting the Site	None identified.
WWII Military Activity on or Affecting the Site	Readily available records have been found to indicate that a munitions factory was established in the vicinity of the Site.
WWII Strategic Targets (within 5km of Site)	The following strategic targets were located in the vicinity of the Site: • Transport infrastructure and public utilities. • Industries important to the war effort, including chemical works.
WWII Bombing Decoys (within 5km of Site)	None.
WWII Bombing	During WWII the Site was located in the Rural District (RD) of Wrexham, which officially recorded 278No. High Explosive (HE) bombs with a bombing density of 3.8 bombs per 405 hectares (ha). No readily available records have been found to indicate that the Site was bombed.
Post-WWII Military Activity on or Affecting the Site	Readily available records indicate that in 2017, 1No. WWII mortar was found in the Trevor Basin, close to the Pontcysyllte Aqueduct, in close proximity to the Site.
Recommendation	It is recommended that a detailed desk study is commissioned to assess, and

potentially zone, the Unexploded Ordnance (UXO) hazard level on the Site.

This summary is based on a cursory review of readily available records. Caution is advised if you plan to action work based on this summary.

It should be noted that where a potentially significant source of UXO hazard has been identified on the Site, the requirement for a detailed desk study and risk assessment has been confirmed and no further research will be undertaken at this stage. It is possible that further in-depth research as part of a detailed UXO desk study and risk assessment may identify other potential sources of UXO hazard on the Site.

Many thanks

Ellie

Ellie Chaston

Risk Assessor
Zetica Limited

T. 01993 886 682 | **E.** ellie.chaston@zetica.com | **W.** www.zeticauxo.com | **T.** [@ZeticaUXO](https://www.instagram.com/ZeticaUXO)

From: Eleanor Chaston <Ellie.Chaston@zetica.com>

Sent: 06 September 2021 13:35

To: Utility.Requests <Utility.Requests@arcadis.com>; Uxo <Uxo@zetica.com>

Cc: Sohni, Shreyata <Shreyata.Sohni@arcadis.com>; Research <Research@zetica.com>

Subject: RE: Trevor Hire PDSA

Good afternoon Ajay

That's not a problem, we'll get a PDSA completed for you as quickly as possible.

Many thanks

Ellie

Ellie Chaston

Risk Assessor
Zetica Limited

T. 01993 886 682 | **E.** ellie.chaston@zetica.com | **W.** www.zeticauxo.com | **T.** [@ZeticaUXO](https://www.instagram.com/ZeticaUXO)

From: Utility.Requests <Utility.Requests@arcadis.com>

Sent: 06 September 2021 05:57

To: Uxo <Uxo@zetica.com>

Cc: Sohni, Shreyata <Shreyata.Sohni@arcadis.com>

Subject: Trevor Hire PDSA

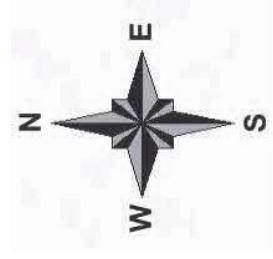
Dear Sir/Madam,

I would like to request a PDSA for the following site as we are to undertake intrusive site work:

Appendix I

Historical Ordnance Survey Maps

Landline Scale Grid Index



Site Details:

The Old Wharf, Trevor,
Wrexham, LL20 7TP

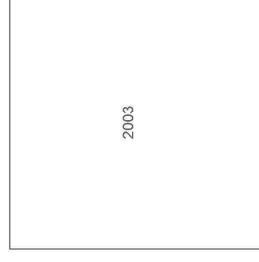
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Report Ref: GS-8162686_Landline_1_1
Grid Ref: 327261, 342372

Map Name: LandLine

Map date: 2003

Scale: 1:1,250

Printed at: 1:1,250



Produced by
Groundsure Insights
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E: info@groundsure.com
W: www.groundsure.com

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Production date: 01 September 2021

Map legend available at:

www.groundsure.com/sites/default/files/groundsure_legend.pdf



Site Details:

The Old Wharf, Trevor,
Wrexham, LL20 7TP

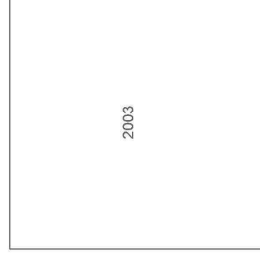
Client Ref: 14053779-10050394-Project_Phoenix
Report Ref: GS-8162686_Landline_1_2
Grid Ref: 327261, 342672

Map Name: LandLine

Map date: 2003

Scale: 1:1,250

Printed at: 1:1,250



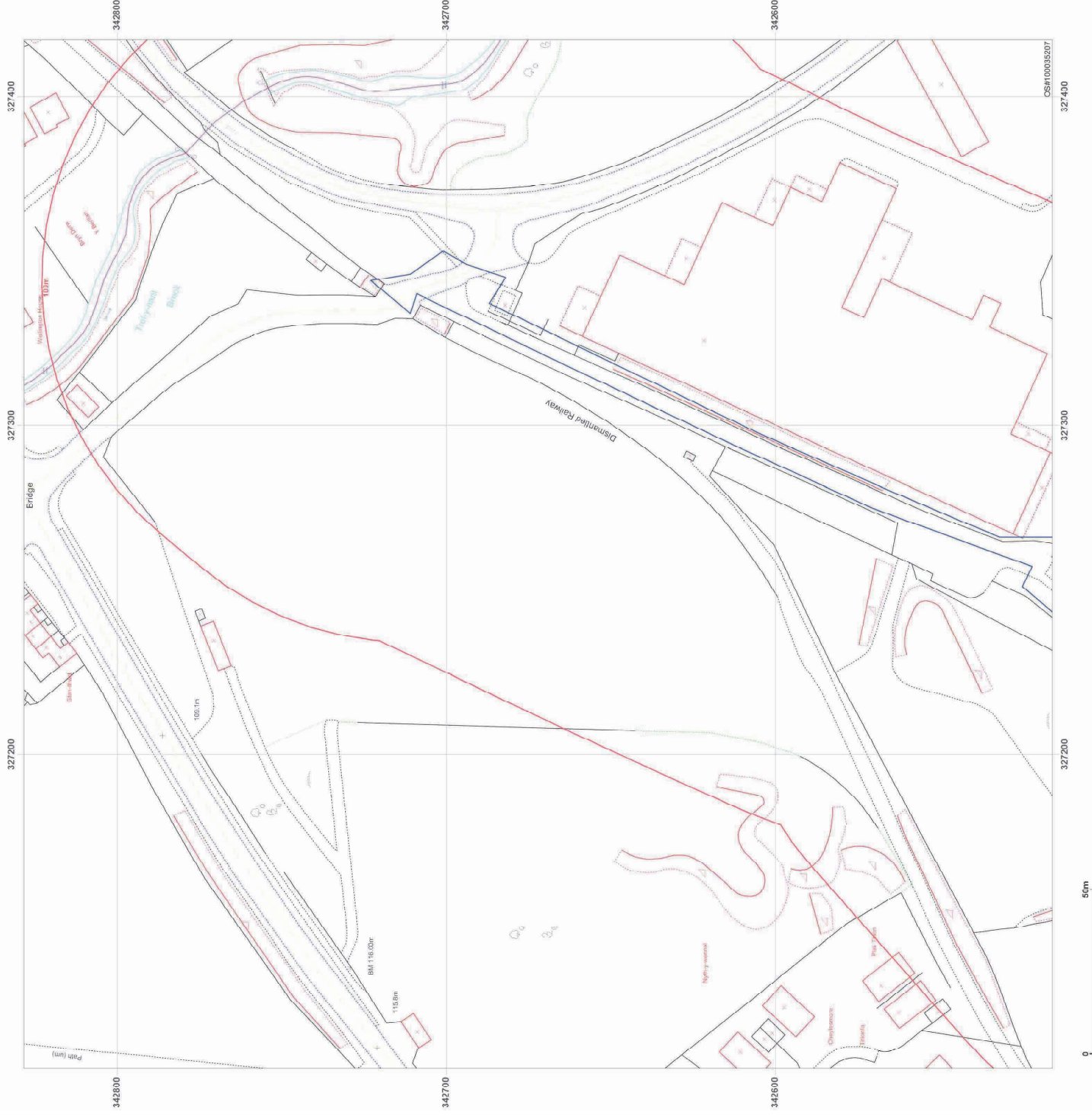
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Production date: 01 September 2021

Map legend available at:

www.groundsure.com/sites/default/files/groundsure_legend.pdf



Site Details:

The Old Wharf, Trevor,
Wrexham, LL20 7TP

Client Ref: 14053779-10050394-Project_Phoenix
Report Ref: GS-8162686_LS_1_1
Grid Ref: 327261, 342521

Map Name: County Series

Map date: 1875

Scale: 1:2,500

Printed at: 1:2,500



Surveyed 1875
Revised 1875
Edition N/A
Copyright N/A
Levelled N/A

Surveyed 1875
Revised 1875
Edition N/A
Copyright N/A
Levelled N/A



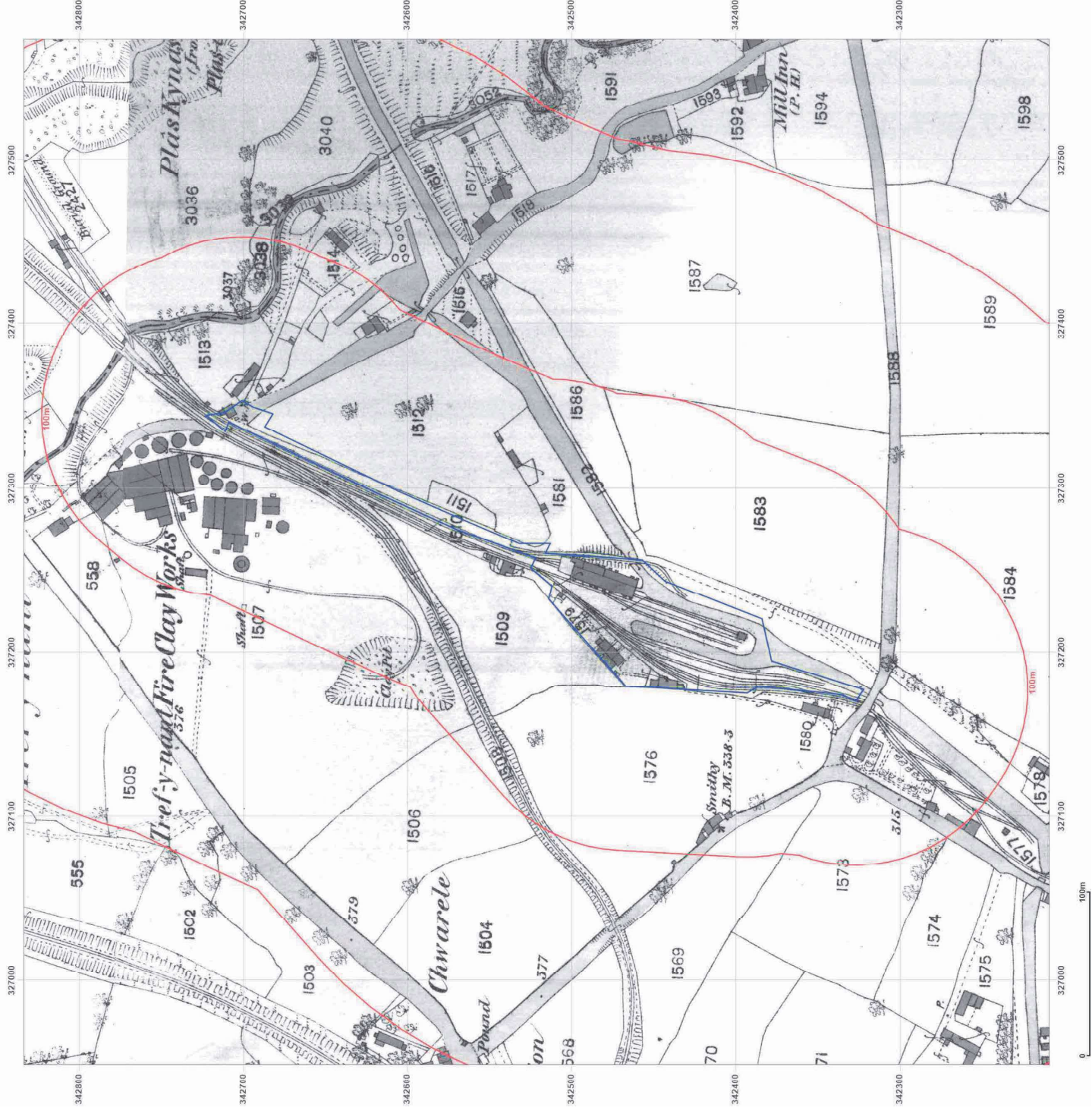
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Production date: 01 September 2021

Map legend available at:

www.groundsure.com/sites/default/files/groundsure_legend.pdf



Site Details:

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Wrexham, LL20 7TP

Client Ref: 14053779-10050394-Project_Phoenix
Report Ref: GS-8162686_LS_1_1
Grid Ref: 327261, 342521

Map Name: County Series

Map date: 1875

Scale: 1:2,500

Printed at: 1:2,500



Surveyed 1875
Revised 1875
Edition N/A
Copyright N/A
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Surveyed 1875
Revised 1875
Edition N/A
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Map legend available at:

www.groundsure.com/sites/default/files/groundsure_legend.pdf

