

Your Aviva Legal Indemnity Policy

Coal Mining Risk Report

Policy Number 25/62140288ALI

You are

MYNESTBOX Limited, 3 Wraxall Piece Green Lane, Failand, Bristol, England, BS8 3TW, trading as Martello.

We are

Aviva Insurance Limited. Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Premium

Net Premium	£1.61
*Insurance Premium Tax (IPT) at the appropriate rate (where applicable)	£0.19
Total premium	£1.80

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

Your Property

Those properties reported by you by monthly bordereau

Your Insured Use

The continued use of the Property for the same business or mixed use purposes or as a single private dwelling.

Your Cover Limit

You are covered for any claim made against you under this policy for Insured Losses which you incur up to a total value of £1,000,000.00 (One million pounds) per Property.

Coal Mining Risk Report

Your Period of Cover

Start Date: 1 July 2025

This policy is effective from the Start Date. In respect of each Property insured under this policy, your cover begins on the Effective Date shown against each Property as reported by monthly bordereau and continues forever.

Your Covered Risk

The Property is subject to matters contained in records kept by the Coal Authority at the Effective Date.

Operation of Cover

Subject to the Terms and Conditions of this policy, we will provide the Cover to you up to your Cover Limit for all claims made during your Cover Period.

Your Cover

In the event that action is taken against you arising from any inaccuracy in the Coal Mining Risk Report produced by you in respect of the Property, we will, subject to the Terms and Conditions of this policy, indemnify you for your Insured Losses.

Your Insured Losses

The losses for which you are insured under this policy are:

- any reduction in the open market value of the Property where 'open market value' means the average of the estimates given by two independent valuers (one to be appointed and paid for by us, the other to be appointed and paid for by you) of the values of the Property on the open market assuming first that the Property is affected by changes in the information contained in records kept by the Coal Authority which were not contained in your Coal Mining Risk Report attached to this Policy and second that the Property is not affected by such changes;
- the costs of altering or demolishing all or any part of the Property if necessary to allow coal mining to be exercised pursuant to the grant of planning permission and any other legislative or regulatory authority or consent relating to coal mining and/or coal extraction;
- the cost of rectifying the Covered Risk, which may include the issue of a policy to the owner of the Property covering any owner of the Property now and in the future for the Insured Losses set out above, and any bank, building society or other lending institution now and in the future holding a mortgage or charge on the Property for any shortfall in the repayment of its mortgage advance 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 its power of sale of the Property as mortgagee-in-possession. Any such policy would be in accordance with the standard policy terms and conditions in general use by us at the time;
- the costs and expenses of taking or defending any action at law or otherwise, subject to our prior written agreement;

These losses are 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

The losses for which you are not insured under this policy are any costs or expenses which result from:

- properties not located in England, Wales or Scotland.
- any information revealed by a search of records kept by the Coal Authority after the Start Date if this information is also revealed in your Coal Mining Risk Report.
- any loss arising from the existence of minerals other than coal beneath or within the vicinity of the Property, or from past, present or future minerals mining activity.
- any loss for which the Coal Authority may be required to pay by law.
- any structural or other physical damage caused to the Property by subsidence, coastal erosion, landslip or flooding.
- any loss arising from the extraction of hydrocarbons and/or arising from the process commonly known as fracking.
- the occurrence of any risk(s) recoverable under the Property owner's household buildings insurance policy.
- any matters of which the owner of the Property was aware on or before the date of the order to purchase from you a Coal Mining Risk Report.
- the loss of a transaction for the sale or for the purchase of the Property.
- the use of the Property for any purpose other than the use stated on the date of the order to purchase from you a Coal Mining Risk Report.
- your wrongful or negligent interpretation and/or reporting of data sourced from the Coal Authority and/or other third parties.

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 by us at our expense, all things reasonably necessary to minimise any losses, damages, costs and expenses payable under this policy.

We can

- have full discretion to 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 of the contract 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, 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

As 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 write to Aviva Legal Indemnities, 80 Fenchurch Street, London EC3M 4AE or by e-mail at liunderwriting@aviva.com quoting your policy number or telephone 0800 158 2236.

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

Financial Services Compensation Scheme

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

Further information about the scheme is available from the FSCS website www.fscs.org.uk or you can write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 Botolph Street, London, EC3A 7QU.

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, 80 Fenchurch Street, London EC3M 4AE 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 if you are eligible to do so (see www.financial-ombudsman.org.uk for further details)

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0800 023 4567 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.

If you have taken a product out with us online or by telephone, you can also use the European Commission's Online Dispute Resolution (<http://ec.europa.eu/odr>) service to make a complaint. The purpose of this platform is to identify a suitable Alternative Dispute Resolution (ADR) provider and we expect that this will be the Financial Ombudsman Service. Please be aware that the Financial Ombudsman Service will only be able to consider your complaint after we have had the opportunity to consider and resolve it.

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 - Privacy Notice

Personal Information

We collect and use personal information about you so that we can provide you with a policy that suits your insurance needs. This notice explains the most important aspects of how we use your information but you can get more information about the terms we use and view our full privacy policy at www.aviva.co.uk/privacypolicy or request a copy by writing to us at Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester LE7 1PD.

The data controller responsible for this personal information is Aviva Insurance Limited as the insurer of risks situated within the UK and other countries excluding the EEA and Aviva Insurance Ireland Designated Activity Company as the insurer of risks situated within EEA countries. Additional controllers include your intermediary, who is responsible for the sale and distribution of the product, any applicable insurers, reinsurers or brokers we use.

Personal information we collect and how we use it

We will use personal information collected from you and obtained from other sources:

- to provide you with insurance: we need this to decide if we can offer insurance to you and if so on what terms and also to administer your policy and handle any claims.
- to support legitimate interests that we have as a business: We need this to:
 - manage arrangements we have with our insurers, reinsurers and brokers we use, and for the detection and prevention of fraud,
 - help us better understand our customers and improve our customer engagement. This includes profiling and customer analytics which allows us to make certain predictions and assumptions about your interests, make correlations about our customers to improve our products and to suggest other products which may be relevant or of interest to customers,
- to meet any applicable legal or regulatory obligations: we need this to meet compliance requirements with our regulators (e.g. Financial Conduct Authority), to comply with law enforcement and to manage legal claims, and
- to carry out other activities that are in the public interest: for example we may need to use personal information to carry out anti-money laundering checks.

We may also use personal information about other people, for example, contained in financial accounts or relating to beneficiaries of a deceased's estate. **If you are providing information about another person we expect you to ensure that they know you are doing so. You might find it helpful to show them this privacy notice.**

The personal information we collect and use will include name, address, date of birth and financial information. If a claim is made we may also collect personal information about the claim from you and any relevant third parties.

There may be times when we need your consent to use personal information for a specific reason. If this happens we will make this clear to you at the time. If you give us consent to using personal information, you are free to withdraw this at any time by contacting us - refer to the "Contacting us" details below. Please note that if consent to use information is

withdrawn we will not be able to continue to process the information you gave us for this/these purpose(s). This would not affect our use of information where consent is not required.

Of course, you don't have to provide us with any personal information, but if you don't provide the information we need we may not be able to proceed with your application or any claim you make.

Some of the information we use as part of this application may be provided to us by a third party. This may include information already held about you within the Aviva group, including details from previous quotes and claims, information we obtain from publicly available records, our trusted third parties and from industry databases, including fraud prevention agencies and databases.

Automated decision making

We may carry out automated decision making to decide whether we can provide insurance to you and on what terms, deal with claims or carry out fraud checks. In particular we may use an automated underwriting engine to provide a quote for this product, using the information we have collected.

On-line information

When you visit one of our websites, we may record information about your computer or mobile device, including hardware and software used, general location, when and how you interact with our websites. This information is used to note your interest in our websites, improve customer journeys, determine pricing and/or offer you available discounts.

How we share your personal information with others

We may share your personal information:

- with the Aviva group, our agents and third parties who provide services to us, and your intermediary and other insurers (either directly or via those acting for the insurer such as loss adjusters or investigators) to help us administer our products and services,
- with regulatory bodies and law enforcement bodies, including the police, e.g. if we are required to do so to comply with a relevant legal or regulatory obligation,
- with other organisations including insurers, public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes,
- with reinsurers who provide reinsurance services to Aviva and for each other in respect of risks underwritten by Aviva, with insurers who cover Aviva under its group insurance policies and with our brokers who arrange and manage such reinsurance and insurance arrangements. They will use your data to decide whether to provide reinsurance and insurance cover, arrange and manage such cover, assess and deal with reinsurance and insurance claims under such cover and to meet legal obligations. They will keep your data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third party service providers, law enforcement and regulatory bodies.

Some of the organisations we share information with may be located outside of the European Economic Area ("EEA"). We'll always take steps to ensure that any transfer of information outside of Europe is carefully managed to protect your privacy rights. For more information on this please see our Privacy Policy or contact us.

How long we keep your personal information for

We maintain a retention policy to ensure we only keep personal information for as long as we reasonably need it for the purposes explained in this notice. We need to keep information for the period necessary to administer your insurance and deal with claims and queries on your policy. We may also need to keep information after our relationship with you has ended, for example to ensure we have an accurate record in the event of any complaints or challenges, carry out relevant fraud checks, or where we are required to do so for legal, regulatory or tax purposes.

Your rights

You have various rights in relation to your personal information, including the right to request access to your personal information, correct any mistakes on our records, erase or restrict records where they are no longer required, object to use of personal information based on legitimate business interests, ask not to be subject to automated decision making if the decision produces legal or other significant effects on you, and data portability. For more details in relation to your rights, including how to exercise them, please see our full privacy policy or contact us - refer to the "Contacting us" details below.

Contacting us

If you have any questions about how we use personal information, or if you want to exercise your rights stated above, please contact our Data Protection team by either emailing them at dataprt@aviva.com or writing to the Data Protection Officer, Level 5, Pitheavlis, Perth PH2 0NH.

If you have a complaint or concern about how we use your personal information, please contact us in the first instance and we will attempt to resolve the issue as soon as possible. You also have the right to lodge a complaint with the Information Commissioners Office at any time.

Our Regulatory Status

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom. 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

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, 80 Fenchurch Street, London EC3M 4AE, 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.

Statement of Fact for Your Aviva Legal Indemnity Policy



Produced on 23 June 2025

This is an important document and you must read it in full

Policy Details

Policy number 25/62140288ALI

Start Date 1 July 2025

The following information has been provided to us by or on behalf of the owner/occupier of the Properties 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 the cover may be affected.

Coal Mining Risk Report

- On or after the Start Date of this policy, you have produced a report for coal mining activity in respect of the Property (Coal Mining Risk Report).
- Your Coal Mining Risk Report does not determine the existence of minerals other than coal and/or other minerals mining activity beneath the Property.
- Your Coal Mining Risk Report was produced following your interpretation of data sourced from the Coal Authority.
- The Property is a commercial/business unit or single, private dwelling in England, Wales or Scotland.