



NEW HOMES

Welcome to your LABC Warranty insurance **Policy**. Although problems with your **Home** are unlikely, the **LABC New Home Warranty Policy** provides you with the comfort that particular types of problems which may occur in the first ten years after your **Home** is built will be corrected.

You should ensure that you are aware of what is covered by your **LABC New Home Warranty Policy**, by reading these terms and conditions in conjunction with your **Development Initial Certificate / Home Initial Certificate** and / or your **Certificate of Insurance** and any endorsements attached to them.

Please note that the **Policy** is a policy of indemnity and does not provide any cover for any legal liabilities that you may have to third parties arising out of the use or ownership of the **Home**.

The **Policy** is subject to a number of definitions, conditions, exclusions and **Financial Limits**. If you have any questions or require further guidance then please contact us on **0845 054 0505**.

HOW TO MAKE A CLAIM

We know how difficult and stressful it can be if things go wrong with your **Home** and we aim to work with you to ensure that we can get you back to normality as quickly as possible.

If you feel you have a valid claim, please check your **Development Initial Certificate / Home Initial Certificate** or your **Certificate of Insurance** (as appropriate) to ensure that cover is included. You should also refer to the relevant section to obtain full details of what we will require from you should you make a claim. You can contact our claims team on **0845 054 0505**, email claims@labcwarranty.co.uk or you can write to us.

For items that are not covered by the **Policy**, assistance may be available under the terms of the Consumer Code for Home Builders (CCHB). If the issue is likely to be covered by the CCHB, then we will supply a claim form on request and details of how to begin this process. Full details of the CCHB are available on our website: www.labcwarranty.co.uk.



Gary Devaney
Chairman and CEO

LABC (Local Authority Building Control) is an independent building control provider. LABC represent local authorities in England, Northern Ireland and Wales which have responsibility for building control.

MD Insurance Services Ltd has developed this scheme, '**LABC New Home Warranty**', in conjunction with LABC.

LABC Warranty is a brand name for a range of structural warranties arranged by MD Insurance Services Limited. MD Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (FCA). MD Insurance Services Limited is a managing general agent for the insurer AmTrust Europe Limited. Its registered office is at:

2 Shore Lines Building
Shore Road
Birkenhead
Wirral
CH41 1AU

For details of our FCA authorisation, visit www.fca.org.uk.

TERMS AND CONDITIONS OF INSURANCE

These Terms and Conditions of Insurance consist of:

- 1. INFORMATION on LABC New Home Warranty.**
- 2. DEFINITIONS AND INTERPRETATION**, detailing all definitions and rules of interpretation applicable to the **Policy**.
- 3. THE TYPES OF INSURANCE COVER** giving precise details of the cover, as applicable, any special conditions or specific exclusions, the **Financial Limits** and how to make a claim:
 - **Section 3.1 - Insolvency of the Developer during the Building Period.**
 - **Section 3.2 - Defects Insurance Period (Years 1 and 2).**
 - **Section 3.3 - Structural Insurance Period (Years 3 to 10).**
 - **Section 3.4 - Contaminated Land.**
 - **Section 3.5 - Additional Cover for Local Authority Building Control Function.**
- 4. ADDITIONAL COVER** detailing automatic extensions in cover to the **Policy**.
- 5. EXCLUSIONS** detailing exclusions applicable to the whole **Policy**.
- 6. CONDITIONS** applicable to the whole **Policy**.
- 7. DISPUTE RESOLUTION SERVICE AND ALTERNATIVE OPTIONS** detailing the process for the **Dispute Resolution Service** and other dispute resolution options available.
- 8. HOW TO MAKE A COMPLAINT** detailing the options you have for making a complaint about the **Policy**.

1. INFORMATION

We can provide **Policyholders** with protection in a number of ways. It should, however, be noted that all sections of the **Policy** may not necessarily be applicable for every **Home**. The **Development Initial Certificate / Home Initial Certificate** and **Certificate of Insurance** will detail the exact cover provided.

In order to illustrate the service which we provide, the following bullet points provide examples of the kinds of cover which a typical **Policy** might provide.

- Insuring any deposit paid or additional costs incurred in the event of **Insolvency** or **Fraud** by the **Developer** during the **Building Period**. See section 3.1 for details.
- During the first two years from the date of completion of the **Home**, or the date specified in the **Certificate of Insurance**, the **Developer** is responsible for remedying **Defects** and resultant damage to the **Home**. Should the **Developer** unjustifiably refuse to remedy the **Defect** and resultant damage (including after the use of the **Dispute Resolution Service** where applicable) and / or fails to do so because of **Insolvency**, then the **Underwriter** will meet valid claims under the **Policy**. See sections 3.2 and 7 for details.
- Insuring the **Home** for a period of 8 years from expiry of the **Defects Insurance Period** against:
 - the risk of **Major Damage** to the **Structure** of the **Home**. See section 3.3 for details.
 - a danger to health and safety caused by a **Defect** in chimneys or flues. See section 3.3 for details.
 - **Remediation Expenses** incurred in treating or isolating or removing any substance from the **Policyholder's Land** in a controlled manner in accordance with the requirements of any **Statutory Notice**. See section 3.4 for details.
 - The cost of any repair, replacement or rectification as a result of a present or imminent danger to the physical health and safety of the occupants of the **Home** because the **Home** does not comply with **Building Regulations** that applied to the work at the time of construction, conversion, refurbishment or renovation works carried out under the **Contract**. See section 3.5 for details.

It should be noted that the examples provided above are given for illustrative purposes only. Since each contract of insurance will differ according to individual requirements, the **Policyholder** should refer to the **Home Initial Certificate / Certificate of Insurance** and the **Policy** to ascertain the precise cover in force at any time.

THE QUALITY OF YOUR HOME

All **Homes** insured under a **Policy** are the subject of a system of checks and inspections:

- The **Developer** and the **Builder** have to comply with **Building Regulations** and the authorised Local Authority Building Control Body involved inspects their work. These Regulations are statutory requirements and are concerned mainly with health and safety, access for the disabled and conservation of fuel and power issues.
- The **Developer** has been issued with the LABC Warranty's **Technical Manual**. This sets out the Functional Requirements the **Developer** and / or the **Builder** has to comply with when constructing a **Home**.
- **Surveyors** will have completed inspections before the **Certificate of Insurance** was issued. Such inspections are carried out solely for the purpose of satisfying the **Underwriter** that the **Home** represents a normal risk for insurance under **LABC New Home Warranty**. It should not be inferred that the inspections are for any other purpose.
- It is the first **Policyholder's** responsibility to ensure that a thorough inspection of the **Home** is carried out prior to hand-over. If the inspection identifies any defects, they should be reported to the **Developer** and remedied prior to completing the purchase of the **Home**.

- The **Building Control** function will have been undertaken by a **Local Authority Building Control Inspector** on behalf of the Local Authority and subject to confirmation that;
 - a) a satisfactory final inspection has been carried out by the **Surveyor**; and
 - b) the **Local Authority Building Control Inspector** has confirmed that they are not aware of any circumstances that would restrict their ability to issue a **Completion Certificate**;
 - c) subject to satisfaction of all **Policy** conditions,
 then a Cover Note will be issued, if requested, for the **Home**.
- A **Certificate of Insurance** will be issued to the **Policyholder** provided that a **Certificate of Approval** has been issued by the **Surveyor** and, if applicable, a **Completion Certificate** has been issued by the **Local Authority Building Control Inspector** and subject to satisfaction of all **Policy** conditions. The **Certificate of Insurance** should be filed with the **Policy**.
- Any extensions in cover at the time of issue of the **Policy** and subsequent alterations will be confirmed by separate endorsements, which should also be filed with the **Policy**. The **Policyholder** should refer to these endorsements and the **Policy** to ascertain the precise cover in force at any time.
- This **Policy** is transferrable to future owners of the **Home**.

YOUR PRIVACY

We will normally keep personal information about you confidential. We may need to pass on personal information such as your name and address to the **Developer** or **Builder** to assist in the resolution of a claim. If required by a court or government body, we may be required to pass on personal information. We may need to tell a subsequent owner(s) about claims an earlier owner has made, if it affects what a subsequent owner of the **Home** can claim under the **Policy**.

YOUR RIGHT TO CANCEL

You have the right to cancel cover under the **Policy**. If you wish to cancel the cover, you must do so within 14 days starting on the day after you receive the **LABC New Home Warranty Policy** documents. Your request to cancel must reach the **Scheme Administrator** by letter or email. Contact details are:

Scheme Administrator
 MD Insurance Services Limited
 2 Shore Lines Building
 Shore Road
 Birkenhead
 Wirral
 CH41 1AU

Email: customerservices@labcwarranty.co.uk

You should make any request for the cancellation of a **Policy** in writing or by email and any relevant **Certificate of Insurance** should be promptly returned to the **Scheme Administrator**. In the event of cancellation, charges for our services will apply as follows:

Before cancelling the cover, please check with your mortgage lender, because they may require you to have this cover (or its equivalent) as a condition of their loan. Please remember also that if you sell the **Home** within the period of cover, a purchaser (and any lender at that time) will usually require the cover to be in place.

If your **Home** includes **Common Parts**, your cancellation will apply to both the cover on your individual **Home** and the cover for your share of the cost of any claim relating to the **Common Parts**. You may be obliged under your lease or title to contribute to the cost of repairs along with your neighbours and this may include the costs of repairs which would otherwise be covered under the **Policy**.

CANCELLATION PRIOR TO CERTIFICATE OF INSURANCE BEING ISSUED

In the event of cancellation, charges for our services will apply as follows:

As construction contracts can be of varying duration and there is always a technical audit, our fees will vary depending on the stage at which notification of cancellation is given. The amount retained by us will be a pro-rata rate based on the cost of any inspections carried out and any plan checks undertaken prior to the notification of cancellation. If **Insolvency** of the **Developer** during the **Building Period** cover is applicable for the contract period, then 14% of the insurance premium will be retained. For sections of cover which have not commenced an administration fee of up to 35% of the insurance premium will also be charged subject to a minimum fee of £100.00.

CANCELLATION FOLLOWING CERTIFICATE OF INSURANCE BEING ISSUED

1. If a third party has completed the proposal form or paid the premium, you will not be entitled to a refund of premium or any other monies. The premium or any other monies can only be paid back to the party who originally paid the premium or any other monies and who still has an insurable interest in the property.
2. If you have completed a proposal form and paid the premium you may be entitled to refund. This will take into account the period where cover has been in force, plus an administration fee subject to a minimum fee of £100.00.

2. DEFINITIONS AND INTERPRETATION

2.1 DEFINITIONS

Wherever any of the following words or expressions are used in the **Policy** (including in the welcome and introductory pages), then such word or expression shall, unless the context otherwise requires, have the meaning given below. Where a word is given a particular contractual meaning, it will appear throughout the contract in bold.

BUILDER	Any person, sole trader, partnership, company or other organisation who or which constructs the Home(s) at the New Development .
BUILDING CONTROL	The function of checking that building work has been carried out in accordance with the Building Regulations (England and Wales) and associated legislation.
BUILDING PERIOD	The period commencing on the date specified in the Home Initial Certificate issued for the Home by the Scheme Administrator on behalf of the Underwriter and ending upon the date the Certificate of Approval is issued for the Home at the New Development .
BUILDING REGULATIONS	The Building Regulations are a set of standards for the design and construction of new and altered buildings.
CERTIFICATE OF APPROVAL	The certificate issued by the Surveyor to the Scheme Administrator on behalf of the Underwriter on or following satisfactory completion of the Home .
CERTIFICATE OF INSURANCE	The certificate issued by the Scheme Administrator on behalf of the Underwriter to signify acceptance of a Home for insurance under this Policy following issue of the Certificate of Approval by the Surveyor and satisfaction of all Policy conditions.
COMMON PARTS	Those parts of a multi-occupied building (of which the Home is part) for which the Policyholder is legally obliged to contribute for the cost and upkeep with the owners of other parts of such building, or by way of contribution to the Management Company .
COMPLETION CERTIFICATE	The Certificate issued by the Local Authority Building Control Inspector following completion of Building Control for a Home or the New Development .
CONTINUOUS STRUCTURE	A single building or structure containing more than one unit of housing (such as blocks of flats or terraces) which does not rely on any other building or structure to sustain and transmit combined loads safely to the ground.
CONTRACT	The contract or agreement between the Developer and the Policyholder in respect of the purchase, construction, conversion, refurbishment and / or renovation of the Home(s) at the New Development .
DEFECT	<p>A failure to comply with a Functional Requirement of the Technical Manual which is in force at the time the Policy is executed. It is important to note that failure to follow certain performance standards or guidance in the supporting requirements of the Technical Manual may not in itself amount to a Defect, as it may be possible to achieve the recommended performance in other ways.</p> <p>Where a New Development entailed the conversion, refurbishment or renovation of an existing building(s) failure to comply with the Functional Requirements of the Technical Manual, in relation to the retained elements of the Home only, will not constitute a Defect, unless Major Damage has occurred.</p>

DEFECTS INSURANCE PERIOD	<p>For Common Parts, the period commencing on the earliest date specified for the commencement of the Defects Insurance Period on a Certificate of Insurance issued for a Home that shares the Common Parts and ending either three years from such date, or two years from the latest date specified for the commencement of the Defects Insurance Period on a Certificate of Insurance for a Home sharing the Common Parts, whichever is the earlier.</p> <p>For all other purposes, the period commencing on the date specified in the Certificate of Insurance and ending two years after such date. The Defects Insurance Period may differ to the period shown above and if this is the case it will be detailed in the Certificate of Insurance. It is important that the Certificate of Insurance is read in conjunction with the Policy.</p>
DEVELOPER	Any person, sole trader, partnership, company or other organisation who or which is registered with us and has registered the New Development , and with whom the Policyholder enters into an agreement to purchase the Home on either a Freehold or Leasehold basis.
DEVELOPMENT INITIAL CERTIFICATE	The Certificate issued by the Underwriter signifying its agreement to the provision of the insurance cover for the New Development as set out in this Policy , subject to receipt of a Certificate of Approval and a Completion Certificate (if required) for each Home , and satisfaction of all Policy conditions.
DISPUTE RESOLUTION SERVICE	A consensual process whereby the Scheme Administrator may (at its sole discretion) appoint a building surveyor to attempt to resolve a dispute between the Developer and Policyholder .
EXCESS	<p>The amount the Policyholder is required to pay in the event of a valid claim under each section of the Policy. The Excess is index-linked in accordance with the condition of the Policy entitled 'Indexation'.</p> <p>Note that a separate Excess shall apply to each separately identifiable cause of loss or damage for which a payment is made under the Policy by the Underwriter, regardless of whether more than one cause of loss is notified at the same time.</p>
EXTERNAL ENVELOPE	The basement, ground floors, external walls, roofs, skylights, windows and doors of a Home .
FINANCIAL LIMIT	The maximum the Underwriter will pay for any claims under the terms of a particular section.
FRAUD	Has the meaning set out in section 1 of the Fraud Act 2006 (a copy of which can be found at: http://www.legislation.gov.uk/ukpga/2006/35/ contents).

HOME	<p>The property newly built or newly renovated by the Developer as part of the Contract and described in the Certificate of Insurance comprising:</p> <ul style="list-style-type: none"> a) the Structure; b) all non-load bearing elements, any new electrical fixed wiring and lighting system, heating system, air conditioning, smoke alarms, waste-disposal units or water-softening equipment newly installed at the date of issue of the Certificate of Approval and for which the Policyholder is responsible; c) any Common Parts, retaining or boundary walls forming part of or providing support to the Structure; d) any path or roadway within the perimeter of such property giving access to the principal entrance; e) the drainage system that the Policyholder is responsible for maintaining, or contributing to the cost of maintaining; and f) any garage or other permanent outbuilding. <p>Note that Home does not include any swimming pool, lift, escalator, or associated plant and equipment and / or mechanical or electrical equipment, temporary structure, free-standing household appliance, fence, retaining or boundary wall not forming part of or providing support to the Structure. Home does not include garage or permanent outbuilding not included within the scope of the works undertaken by the Developer. For the avoidance of doubt, personal chattels do not fall within the definition of Home.</p>
HOME INITIAL CERTIFICATE	<p>The certificate issued by the Underwriter signifying its agreement to:</p> <ul style="list-style-type: none"> a) the provision of the insurance cover for section 3.1 (if applicable) for the Home during the Building Period; and / or b) the provision of the insurance cover under the other sections (3.2, 3.3, 3.4 and / or 3.5, as applicable), subject to (and commencing upon) the issuance of the Certificate of Insurance for the Home.
INDEXATION	<p>Shall have the meaning ascribed to it by the condition entitled 'Indexation' in section 6.</p>
INSOLVENCY	<p>The occurrence of any of the following events:</p> <ul style="list-style-type: none"> a) an order is made, or a resolution is passed, for the winding-up, administration or bankruptcy of the Developer (except for the purposes of solvent amalgamation or reconstruction previously approved by the Underwriter in writing); or b) a liquidator, trustee, administrator, administrative receiver, receiver, manager, trustee in bankruptcy or similar official is appointed over the whole or any part of the assets of the Developer, or the Developer, or the directors of the Developer, request any person to appoint any of the same; or c) a notice of intention to appoint an administrator, or a notice of appointment under Schedule B1 to the Insolvency Act 1986 is issued by the Developer or its directors.
INSURED	<p>Any person(s) who is entitled to bring a claim under this Policy.</p>
LABC NEW HOME WARRANTY	<p>The insurance cover provided by the Underwriter in accordance with, and subject to, the provisions of this Policy.</p>
LAND	<p>The area that is covered by a single detailed planning consent, or a series of consents, relating to continuous development by the Developer, including the ground that surrounds and supports the Home and which was:</p> <ul style="list-style-type: none"> a) purchased by the initial Policyholder with the Home at the same time as the Contract was entered into or completed; and / or b) owned by the initial Policyholder when a Contract was entered into.

LIMIT OF INDEMNITY	The maximum liability of the Underwriter during the Defects Insurance Period and / or the Structural Insurance Period , being the amount shown as the Sum Insured on the Certificate of Insurance or the Financial Limit in the relevant section, whichever is the lesser. The Limit of Indemnity is index-linked in accordance with the condition of the Policy entitled 'Indexation'.
LOCAL AUTHORITY BUILDING CONTROL INSPECTOR	The officer(s) of the Local Authority Building Control Department appointed to carry out the Building Control function.
MAJOR DAMAGE	<p>Either:</p> <p>a) Destruction of or physical damage to any portion of the Home for which a Certificate of Insurance has been issued, caused by a Defect in the design, workmanship, materials or components of:</p> <p style="margin-left: 40px;">i) the Structure; or</p> <p style="margin-left: 40px;">ii) the waterproofing elements of the External Envelope;</p> <p style="margin-left: 40px;">and which is first discovered during the Structural Insurance Period.</p> <p>Or:</p> <p>b) A condition requiring immediate remedial action to prevent actual destruction of, or major physical damage to, any portion of the Home for which a Certificate of Insurance has been issued, caused by a Defect in the design, workmanship, materials or components of:</p> <p style="margin-left: 40px;">i) the Structure; or</p> <p style="margin-left: 40px;">ii) the waterproofing elements of the External Envelope;</p> <p style="margin-left: 40px;">and which is first discovered during the Structural Insurance Period.</p> <p>Where the New Development contains the conversion, refurbishment or renovation of an existing building(s) then the period during which Major Damage can be discovered is extended to the Defects Insurance Period.</p> <p>The term Major Damage shall include any physical loss, destruction or damage to the Home caused by contamination or pollution as a direct consequence of a Defect in the design, workmanship, materials or components of the Structure of the Home.</p>
MANAGEMENT COMPANY	The person(s) (in the context of a multi-occupied building) having contractual responsibility for the repair and maintenance of the Structure and / or the Common Parts under any applicable agreement.
NEW DEVELOPMENT	<p>A Home or group of Homes located at the site noted on the Development Initial Certificate / Home Initial Certificate for the New Development and for which an individual Certificate of Insurance is issued for each Home.</p> <p>New Development shall be deemed not to include any building works other than the Home(s) detailed in the Development Initial Certificate / Home Initial Certificate.</p>
POLICY	The Terms and Conditions of Insurance, the Development Initial Certificate , the Home Initial Certificate , the Certificate of Insurance and the Technical Manual .

POLICYHOLDER	<p>For section 3.1: the person who has paid a deposit for the Home to the Developer and who has received a Home Initial Certificate showing that cover under section 3.1 is applicable.</p> <p>For sections 3.2, 3.3, 3.4 and 3.5: the owner acquiring a freehold or leasehold interest, or their successors in title, or any mortgagee in possession or lessor and for whom a Certificate of Insurance has been issued for the Home showing that the relevant cover under those sections is applicable.</p> <p>The term Policyholder excludes the Developer (or their mortgagee in possession), Builder, any relatives or associated companies or anyone having an interest in the construction or sale of the Home, unless otherwise confirmed in writing by the Scheme Administrator.</p>
REMEDIATION EXPENSES	Reasonable expenses incurred for the investigation, isolation, removal or treatment of contamination to the extent required by any Statutory Notice .
RULES OF REGISTRATION	The conditions which the Developer and Builder (where applicable) must comply with in order to be able to insure a New Development with us.
SCHEME ADMINISTRATOR	MD Insurance Services Limited, 2 Shore Lines Building, Shore Road, Birkenhead, Wirral, CH41 1AU (acting as agent on behalf of the Underwriter). The terms 'we' or 'us' denote MD Insurance Services Limited.
STATUTORY NOTICE	A notice served on the Policyholder by a Statutory Authority, under the provisions of legislation that requires the Policyholder to carry out remediation of contamination.
STRUCTURAL INSURANCE PERIOD	<p>For Common Parts, the period commencing on the earliest date specified on a Certificate of Insurance issued for a Home that shares the Common Parts and ending either nine years from such date, or eight years from the latest date specified on a Certificate of Insurance for a Home sharing the Common Parts, whichever is the earlier.</p> <p>For all other purposes, the period commencing on the date specified in the Certificate of Insurance and ending eight years after such date.</p> <p>The Structural Insurance Period may differ to the period shown above; if this is the case it will be detailed in the Certificate of Insurance. It is important that the Certificate of Insurance is read in conjunction with the Policy.</p>
STRUCTURE	<p>Is comprised of the following elements of a Home:</p> <ul style="list-style-type: none"> a) foundations; b) ceilings, load-bearing parts of floors, staircases and associated guard rails, walls and roofs, together with load-bearing retaining walls necessary for stability; c) non-load bearing partition walls; d) chimneys and flues; e) roof covering; f) any external finishing surface (including rendering) necessary for the water-tightness of the External Envelope; g) internal floor decking and screeds, where these fail to support normal loads; h) wet applied plaster; i) double or triple glazed panes to external windows and doors; and j) the underground drainage that the Policyholder is responsible for maintaining, or contributing to the cost of maintaining.
SUM INSURED	The sum specified as such within the Certificate of Insurance .
SURVEYOR	The party appointed by the Underwriter who carries out checks and inspections solely on behalf of the Underwriter and who, prior to the issue of the Certificate of Insurance for the Home , issues a Certificate of Approval .

TECHNICAL MANUAL	The Functional Requirements and performance standards issued to the Developer by the Scheme Administrator at the time that the Policy is executed (or, in the case of the Performance Standards contained therein, any amendments which have been notified to the Developer by the Scheme Administrator , as set out in the Rules of Registration). The latest version of the Technical Manual can be downloaded from the LABC Warranty website – www.labcwarranty.co.uk – although this may not be the version applicable to your Policy . If you contact us on 0845 054 0505 we will be able to confirm which version of the Technical Manual applies to the Home and provide you with a further copy if required.
UNDERWRITER	AmTrust Europe Limited, whose registered office is at Market Square House, St James’s Street, Nottingham, NG1 6FG, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial services register number 202189. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

2.2 INTERPRETATION

1. References to this **Policy** or to any other document or contract referred to in this **Policy** means this **Policy** or such other document or contract as amended, varied, supplemented, modified or novated from time to time.
2. In this **Policy** (unless the context otherwise requires):
 - a) the words “including” and “include” and words of similar effect shall be deemed to have the words “without limitation” following them;
 - b) words importing persons shall include firms, companies, associations, bodies corporate and vice versa;
 - c) words importing the singular shall include the plural and vice versa;
 - d) references to a section are to a section of this **Policy**;
 - e) any reference to any legislative provision, shall be deemed to include any subsequent re-enactment or amending provision and any regulations made under it;
 - f) words importing the masculine shall include the feminine.
3. The headings in this **Policy** are for ease of reference only and shall not affect its construction or interpretation.

3. TYPES OF COVER

3.1 INSOLVENCY OF DEVELOPER DURING THE BUILDING PERIOD

3.1.1. Following the payment of a deposit by the **Policyholder** to the **Developer**:

- a) if, due to **Insolvency** or **Fraud**, the **Developer** does not commence work on a **Home**, the **Underwriter** will refund the deposit paid by the **Policyholder**;
- b) if, due to **Insolvency** or **Fraud**, the **Developer** fails to complete the **Home** after work has commenced, the **Underwriter** will (at its sole option):

pay the additional cost required to complete the **Home**; or refund the deposit paid by the **Policyholder** to the **Developer** in respect of the **Home**, subject always to the **Financial Limit** below.

3.1.2. FINANCIAL LIMITS FOR SECTION 3.1

The maximum the **Underwriter** will pay for any claim under this section is the lesser of

- a) the monies paid to the **Developer** by the **Policyholder**, or
- b) 10% of the original purchase price for the **Home**, or
- c) £100,000.

3.1.3. SPECIAL CONDITIONS APPLICABLE TO SECTION 3.1

1. Cover is only applicable where a **Home Initial Certificate** has been issued and cover under section 3.1 is shown as applicable.
2. This section of cover ends upon completion of the **Building Period**.
3. If the **Policyholder** withholds, retains or receives back any part of the deposit for the **Home**, the **Underwriter** will be entitled to deduct such amount from monies that it would otherwise be obliged to pay under this section.
4. The **Underwriter** is only liable under this section in respect of the original deposit price, as noted in the **Contract** (and not in respect of any extras agreed subsequently).
5. The **Policyholder** cannot recover under this section if and to the extent that he / she is entitled to make a claim under contract against the **Developer** in respect of liquidated damages or financial penalties of any kind.
6. This section covers only the deposit paid by the **Policyholder** in respect of the **Home** to the **Developer** named in the **Home Initial Certificate** (and not any reservation fee, or other fee, paid or agreed to be paid to the **Developer** by the **Policyholder**).
7. For the purpose of this section only, the term '**Developer**' excludes the **Builder** (unless the **Developer** and the **Builder** are one and the same legal entity for the **New Development**) and any sub-contractor or sub-consultant employed at the **New Development**.

3.1.4. CLAIMS PROCEDURE FOR SECTION 3.1

1. Before making a claim under the **Policy**, please check your **Home Initial Certificate** to ensure that cover under this section is included.
2. Should the **Developer** fail to complete or commence works on the **Home** because of **Insolvency** or **Fraud**, the **Policyholder** should immediately notify the **Scheme Administrator** on **0845 054 0505**, and request a claim form.
3. The **Policyholder** must submit the claim form within a reasonable period of time and also:
 - a) supply the **Scheme Administrator** with the evidence you have that the **Developer** has entered **Insolvency**, or has acted fraudulently and as a result has not started or cannot complete your **Home**; and
 - b) subsequently provide the **Scheme Administrator** with all information and documentation it may request in relation to investigating the claim.

3.2. DEFECTS INSURANCE

3.2.1 The **Underwriter** will indemnify the **Policyholder** during the **Defects Insurance Period** against the cost of repairing, replacing or rectifying any **Defect** and resultant damage to the **Home** for which the **Developer** is responsible and which:

- a) is discovered and notified in writing to the **Developer** during the **Defects Insurance Period**; and
- b) is notified in writing to the **Underwriter** no later than 6 months after the expiry of the **Defects Insurance Period**.

3.2.2 The **Underwriter** shall have no liability under this section unless:

- a) the **Developer** has not responded to the claim within a reasonable time period (as determined by the **Underwriter**); and / or
- b) the **Developer** has withheld consent to resolve the dispute by using the **Dispute Resolution Service**; and / or
- c) the **Developer** has not responded within a reasonable time period (as determined by the **Underwriter**) to a request to resolve the dispute by using the **Dispute Resolution Service**; and / or
- d) the **Developer** has accepted the decision of a building surveyor after using the **Dispute Resolution Service** but has failed to carry out the works or repairs recommended in the surveyor's report within the time stipulated; and / or
- e) the **Developer** has not affected the relevant repairs or works determined by the **Dispute Resolution Service** or Arbitration; and / or
- f) the **Developer** has failed to carry out such repair, replacement or rectification work due to its **Insolvency**.

3.2.3. In the event of a valid claim being made under this section, the **Underwriter** will either (at its option) arrange to have such **Defect** and resultant damage to the **Home** corrected or pay the cost of repairing, replacing or rectifying any **Defect** and resultant damage to the **Home**.

3.2.4. FINANCIAL LIMITS FOR SECTION 3.2 (DEFECTS INSURANCE)

1. The maximum the **Underwriter** will pay for all claims relating to a **Home** under this section is in the case of each **Policy**:
 - a) £1,000,000 for any newly constructed **Home**; or
 - b) £500,000 for any converted or refurbished **Home**; or
 - c) (in either case) the **Sum Insured** for the **Home**, whichever is the lesser.
2. The cumulative maximum which the **Underwriter** will pay under all sections (3.2 - 3.5 inclusive) for claims made by all **Policyholders** (of whatever type of policy issued by the **Underwriter**) relating to any property within the same **Continuous Structure** is:
 - a) £25,000,000 for all claims relating to all newly constructed **Continuous Structures**; or
 - b) £5,000,000 for all claims relating to all converted or refurbished **Continuous Structures**.
3. For the avoidance of doubt, the **Financial Limits** under this section 3.2 shall be applicable notwithstanding the fact that property within the same **Continuous Structure** may be employed for different uses (commercial, domestic or social for example) and have different owners. Once the cumulative maximum liability for the claims made in respect of any or all property located within the same **Continuous Structure** is reached, the **Underwriter** shall not be liable for any further claims in respect of any property located elsewhere within that same **Continuous Structure**, whomsoever made by.
4. The maximum the **Underwriter** will pay for any claim relating to **Common Parts** will be the proportion of the loss represented by the number of individual **Certificates of Insurance** issued to the **Policyholders** that share those **Common Parts**. The **Underwriter** is not responsible for the proportion of any loss where individual **Homes** have not received a **Certificate of Insurance**.
5. The **Financial Limits** above are index-linked in accordance with the condition of the **Policy** entitled '**Indexation**'.
6. Claims under this section are subject to the **Excess** as detailed in the **Certificate of Insurance**.
7. Please note in the event that you are not the first owner of the **Home**, the **Financial Limits** may have already be utilised by a previous owner and you will only be entitled to the remainder.

3.2.5. SPECIAL CONDITIONS APPLICABLE TO SECTION 3.2 (DEFECTS INSURANCE)

1. If the **Policyholder** receives back, either in part or whole, any payments in respect of a claim under this section which has already been paid by the **Underwriter**, then the **Policyholder** shall reimburse the **Underwriter** in full for the amount of such payment.

3.2.6. EXCLUSIONS TO SECTION 3.2 (DEFECTS INSURANCE)

1. The **Underwriter** is only liable under this section in respect of the **Contract** for the **Home** and not in respect of any extras agreed subsequently.
2. The **Underwriter** shall not be liable to the **Policyholder** for any:
 - a) external landscaping or garden features;
 - b) adjustment of doors following the fitting of carpets or flooring;
 - c) drawing of chimneys;
 - d) contractual disputes between the **Developer** and the **Policyholder** (including issues regarding specification of items);
 - e) dampness, condensation or shrinkage not caused by a **Defect**;
 - f) chips or scratches to fittings in any room not caused by a **Defect**;
 - g) minor blemishes that are subjective in degree (including brush marks, decoration and other cosmetic issues);
 - h) items that have been subsequently changed or altered on behalf of the **Policyholder** at their request (such as fitting of wardrobes and other fittings);
 - i) deterioration caused by neglect or failure to carry out normal maintenance;
 - j) **Defects** within existing; handrails or balustrades, paths, drives, garden areas or paved areas sold as part of the **Contract** for the sale of the **Home**;
 - k) any **Defect** or other issue about which the **Policyholder** was aware (or could reasonably have been expected to be aware of) prior to purchasing the **Home**;
 - l) ceilings that are not in an enclosed part of the **Home** (such as balcony ceilings);
 - m) Water entry, dampness or condensation to the enclosing walls, floors and ceilings of underground; car-parking and any associated underground refuse stores, cycle stores, plant rooms (that do not house items of plant that directly service the **Home** and for which the failure of such plant would prevent the normal use of the **Home**), lifts/escalators, associated access stairs and lobbies; where a **Continuous Structure** entailed the conversion, refurbishment or renovation of an existing building(s) and where the structural integrity of the **Home** is not affected;
 - n) replacement of any solar roof tiles or panels solely due to failure to generate heat or electricity or any failure to generate anticipated amounts of heat or electricity;
 - o) costs, losses, expenses or damage to any areas of decorative flooring (including laminates, carpets, tiles and parquet) installed after the issue of the **Certificate of Approval**.

3.2.7. CLAIMS PROCEDURE FOR SECTION 3.2 (DEFECTS INSURANCE)

1. The **Developer** is responsible for rectifying any **Defect** and resultant damage which occurs within the **Defects Insurance Period**.
2. If you consider that there is a **Defect** which requires the attention of the **Developer**, you should notify the **Developer** in writing as soon as possible to allow them to arrange for any **Defect** and resultant damage to be corrected. Correspondence with the **Developer** should be recorded as evidence and made available, if required, to the **Scheme Administrator**.
3. If the **Developer** is unable or unwilling to rectify the **Defect** and resultant damage, you should contact the **Scheme Administrator** on **0845 054 0505** and:
 - a) notify them of a potential claim and request a claim form; and
 - b) complete the claim form and send evidence to the **Scheme Administrator** to show that the **Developer** has been approached to rectify the **Defect** and resultant damage; and
 - c) if there is any **Insolvency** affecting the **Developer**, provide evidence to demonstrate this; and
 - d) allow the **Scheme Administrator** and its agents to gain access to the **Home**; and
 - e) obtain permission to access neighbouring land and obtain any other permission needed to allow investigations and work; and
 - f) provide the **Scheme Administrator** with all information and documentation it may request in relation to investigating the claim.
4. At this point, the **Scheme Administrator** may offer the **Dispute Resolution Service** if at its sole discretion it considers this appropriate. Details of the **Dispute Resolution Service** and other options available to settle a dispute are available in section 7.

3.3. STRUCTURAL INSURANCE

- 3.3.1. The **Underwriter** will indemnify the **Policyholder** against all claims discovered and notified to the **Underwriter** during the **Structural Insurance Period** in respect of:
- a) the cost of complete or partial rebuilding or rectifying work to the **Home** which has been affected by **Major Damage**, provided always that the liability of the **Underwriter** does not exceed the reasonable cost of rebuilding the **Home** to its original specification;
 - b) the cost of repairing or making good any **Defects** in the chimneys and flues of the **Home** which was newly constructed by the **Developer** and which causes an imminent danger to the health and safety of occupants.
- 3.3.2. In the event of a valid claim being made under this section, the **Underwriter** will either (at its sole discretion) arrange to have such damage corrected or pay the cost of repairing, replacing or rectifying any damage resulting from items (a) and (b) above.

3.3.3. FINANCIAL LIMITS FOR SECTION 3.3 (STRUCTURAL INSURANCE)

1. The maximum the **Underwriter** will pay for all claims relating to a **Home** under this section is in the case of each Policy:
 - a) £1,000,000 for any newly constructed **Home**; or
 - b) £500,000 for any converted or refurbished **Home**; or
 - c) (in either case) the **Sum Insured** for the **Home**, whichever is the lesser.
2. The cumulative maximum which the **Underwriter** will pay under all sections (3.2 - 3.5 inclusive) for claims made by all **Policyholders** (of whatever type of policy issued by the **Underwriter**) relating to any property within the same **Continuous Structure** is:
 - a) £25,000,000 for all claims relating to all newly constructed **Continuous Structures**; or
 - b) £5,000,000 for all claims relating to all converted or refurbished **Continuous Structures**.
3. For the avoidance of doubt, the **Financial Limits** under this section 3.3 shall be applicable notwithstanding the fact that property within the same **Continuous Structure** may be employed for different uses (commercial, domestic or social for example) and have different owners. Once the cumulative maximum liability for the claims made in respect of any or all property located within the same **Continuous Structure** is reached, the **Underwriter** shall not be liable for any further claims in respect of any property located elsewhere within that same **Continuous Structure**, whomsoever made by.
4. The maximum the **Underwriter** will pay for any claim relating to **Common Parts** will be the proportion of the loss represented by the number of individual **Certificates of Insurance** issued to the **Policyholders** that share those **Common Parts**. The **Underwriter** is not responsible for the proportion of any loss where individual **Homes** have not received a **Certificate of Insurance**.
5. The **Financial Limits** above are index-linked in accordance with the condition of the **Policy** entitled '**Indexation**'.
6. Claims under this section are subject to the **Excess** as detailed in the **Certificate of Insurance**.
7. Please note in the event that you are not the first owner of the **Home**, the **Financial Limits** may have already been utilised by a previous owner and you will only be entitled to the remainder.

3.3.4. EXCLUSIONS TO SECTION 3.3 (STRUCTURAL INSURANCE)

1. The **Underwriter** is only liable under this section in respect of the **Contract** for the **Home** and not in respect of any extras agreed subsequently.
2. The **Underwriter** shall not be liable to the **Policyholder** for any:
 - a) ceilings that are not in an enclosed part of the **Home** (such as balcony ceilings);
 - b) water entry, dampness or condensation to the enclosing walls, floors and ceilings of underground; car-parking and any associated underground refuse stores, cycle stores, plant rooms (that do not house items of plant that directly service the **Home** and for which the failure of such plant would prevent the normal use of the **Home**), lifts/escalators, associated access stairs and lobbies; where the structural integrity of the **Home** is not affected;
 - c) replacement of any solar roof tiles or panels solely due to failure to generate heat or electricity or any failure to generate anticipated amounts of heat or electricity.
 - d) sound transmission
 - e) cracking, spalling or mortar erosion, which does not impair the structural stability or weather tightness in the **Home**.
 - f) damage to the roof covering (including any underlays, fixings, mortar and weatherproofing details) unless damage results in the entry of water into the **Home**.

3.3.5. CLAIMS PROCEDURE FOR SECTION 3.3 (STRUCTURAL INSURANCE)

1. On discovery of any occurrence or circumstance that is likely to give rise to a claim under this section, the **Policyholder** should immediately notify the **Scheme Administrator** on **0845 054 0505**, and request a claim form.
2. When notifying the **Scheme Administrator** of a claim, the **Policyholder** must also;
 - a) complete the claim form and obtain a report from a specialist confirming that there has been **Major Damage**; and
 - b) take all responsible steps to prevent further loss or damage; and
 - c) allow the **Scheme Administrator** and its agents to gain access to the **Home**; and
 - d) obtain permission to access neighbouring land and obtain any other permission needed to allow investigations and work; and
 - e) provide the **Scheme Administrator** with all information and documentation it may request in relation to investigating the claim.

3.4. CONTAMINATED LAND

- 3.4.1. The **Underwriter** will indemnify the **Policyholder** against all claims discovered and notified to the **Underwriter** during the **Structural Insurance Period** in respect of **Remediation Expenses** incurred in treating or isolating or removing any substance from the **Land** in a controlled manner in accordance with the requirements of any **Statutory Notice**.
- 3.4.2. The **Underwriter** shall only be liable for any claims under this section that are first discovered and reported by the **Policyholder** to the **Underwriter** during the period specified in the **Certificate of Insurance**.
- 3.4.3. In the event of a valid claim being made under this section, the **Underwriter** will either (at its sole option) pay the **Remediation Expenses**, or itself have any work necessary for remediation of contamination of **Land** carried out at its own expense.

3.4.4. FINANCIAL LIMITS FOR SECTION 3.4 (CONTAMINATED LAND)

1. The maximum the **Underwriter** will pay for all claims relating to a **Home** under this section is in the case of each **Policy**:
 - a) £1,000,000 for any newly constructed **Home**; or
 - b) £500,000 for any converted or refurbished **Home**; or
 - c) (in either case) the **Sum Insured** for the **Home**, whichever is the lesser.
2. The cumulative maximum the **Underwriter** will pay for all claims made under all Sections (3.2 - 3.5 inclusive) of cover added together for policies applying to a **New Development** on a single piece of **Land** is:
 - a) £25,000,000 for all claims relating to all newly constructed **Homes**; or
 - b) £5,000,000 for all claims relating to all converted or refurbished **Homes**.
3. Once the cumulative maximum liability for the claims made under Sections 3.2, 3.3, 3.4 and 3.5 in respect of any or all property located on a single piece of **Land** is reached, the **Underwriter** shall not be liable for any further claims in respect of any property located elsewhere on that single piece of **Land**, whomsoever made by.
4. For the avoidance of doubt, the **Financial Limits** under this section shall be applicable notwithstanding the fact that property within the same **Continuous Structure** may be employed for different uses (commercial, domestic or social for example) and have different owners. Once the cumulative maximum liability for the claims made in respect of any or all property located within the same **Continuous Structure** is reached, the **Underwriter** shall not be liable for any further claims in respect of any property located elsewhere within that same **Continuous Structure**, whomsoever made by.
5. The maximum the **Underwriter** will pay for any claim relating to **Common Parts** will be the proportion of the loss represented by the number of individual **Certificates of Insurance** issued to the **Policyholders** that share those **Common Parts**. The **Underwriter** is not responsible for the proportion of any loss where individual **Homes** have not received a **Certificate of Insurance**.
6. The **Financial Limits** above are index-linked in accordance with the condition of the **Policy** entitled '**Indexation**'.
7. Claims under this section are subject to the **Excess** as detailed in the **Certificate of Insurance**.
8. Please note in the event that you are not the first owner of the **Home**, the **Financial Limits** may have already been utilised by a previous owner and you will only be entitled to the remainder.

3.4.5. EXCLUSIONS TO SECTION 3.4 (CONTAMINATED LAND)

1. The **Underwriter** shall not be liable to the **Policyholder** for any:
 - a) damage and or expenses to any property and / or any costs associated with the remediation of land which is not owned by the **Policyholder**; or
 - b) contamination which first occurs after the issue of the **Certificate of Approval** for the **Home**; or
 - c) any damages payable to third parties, compensation or criminal expenses arising out of or in connection with contamination in, or under the **Land**
 - d) contamination that migrates onto the **Land** after commencement of the **Building Period**; or
 - e) contamination caused by the presence of naturally occurring radons.

3.4.6. CLAIMS PROCEDURE FOR SECTION 3.4 (CONTAMINATED LAND)

1. Before making a claim under the **Policy**, please check your **Certificate of Insurance** to ensure that cover under this section is included.
2. On discovery of any occurrence or circumstance that is likely to give rise to a claim under this section, the **Policyholder** should immediately notify the **Scheme Administrator** on **0845 054 0505**, which can provide a claim form.
3. When notifying the **Scheme Administrator** of a claim, the **Policyholder** must also:
 - a) take all reasonable and responsible steps to prevent further loss or damage; and
 - b) allow the **Scheme Administrator** and its agents to gain access to the **Home** and / or **Land**; and
 - c) obtain permission to access neighbouring land and obtain any other permission needed to allow investigations and work; and
 - d) provide the **Scheme Administrator** with all information and documentation it may request in relation to investigating the claim.

3.5. ADDITIONAL COVER FOR LOCAL AUTHORITY BUILDING CONTROL FUNCTION

3.5.1. The **Underwriter** will indemnify the **Policyholder** against all claims discovered and notified to the **Scheme Administrator** during the **Structural Insurance Period** against the cost of repairing, replacing or rectifying the **Home** where such repair, replacement or rectification cost is the result of a present or imminent danger to the physical health and safety of the occupants of the **Home** because the **Home** does not comply with **Building Regulations** which were applied to the construction, conversion or refurbishment in relation to the following:

Part A - Structure; and / or

Part B - Fire Safety; and / or

Part C - Site preparation and resistance to contaminants and moisture; and / or

Part J - Combustion appliances and Fuel Storage systems; and / or

Part K - Protection from falling, collision and impact; and / or

Part N - Glazing – safety in relation to impact, opening and cleaning.

3.5.2. For claims that were referred to the **Developer** in the **Defects Insurance Period** as specified in the **Certificate of Insurance**, please see section 3.2.

3.5.3 FINANCIAL LIMITS FOR SECTION 3.5 (ADDITIONAL COVER FOR LOCAL AUTHORITY BUILDING CONTROL INSPECTOR FUNCTION)

1. The maximum the **Underwriter** will pay for all claims relating to a **Home** under this section is in the case of each **Policy**:
 - a) £1,000,000 for any newly constructed **Home**; or
 - b) £500,000 for any converted or refurbished **Home**; or
 - c) (in either case) the **Sum Insured** for the **Home**, whichever is the lesser.
2. The cumulative maximum which the **Underwriter** will pay under all sections (3.2 - 3.5 inclusive) for claims made by all **Policyholders** (of whatever type of policy issued by the **Underwriter**) relating to any property within the same **Continuous Structure** is:
 - a) £25,000,000 for all claims relating to all newly constructed **Continuous Structures**; or
 - b) £5,000,000 for all claims relating to all converted or refurbished **Continuous Structures**.
3. For the avoidance of doubt, the **Financial Limits** under this section 3.5 shall be applicable notwithstanding the fact that any or all property within the same **Continuous Structure** may be employed for different uses (commercial, domestic or social for example) and have different owners. Once the cumulative maximum liability for the claims made in respect of any or all property located within the same **Continuous Structure** is reached, the **Underwriter** shall not be liable for any further claims in respect of any property located elsewhere within that same **Continuous Structure**, whomsoever made by.
4. The maximum the **Underwriter** will pay for any claim relating to **Common Parts** will be the proportion of the loss represented by the number of individual **Certificates of Insurance** issued to the **Policyholders** that share those **Common Parts**. The **Underwriter** is not responsible for the proportion of any loss were individual **Homes** have not received a **Certificate of Insurance**.
5. The **Financial Limits** above are index-linked in accordance with the condition of the **Policy** entitled '**Indexation**'.
6. Claims under this section are subject to the **Excess** as detailed in the **Certificate of Insurance**.
7. Please note in the event that you are not the first owner of the **Home**, the **Financial Limits** may have already been utilised by a previous owner and you will only be entitled to the remainder.

3.5.4 EXCLUSIONS TO SECTION 3.5 (ADDITIONAL COVER FOR LOCAL AUTHORITY BUILDING CONTROL FUNCTION)

1. Anything which you properly notified to the **Developer** under the **Defects Insurance Period** or for which you made a valid claim for under another section of the **Policy**.
2. Any claim in respect of site preparation and resistance to moisture relating to ground that is outside the foundations of the **Home**.

3.5.5 CLAIMS PROCEDURE FOR SECTION 3.5 (ADDITIONAL COVER FOR LOCAL AUTHORITY BUILDING CONTROL FUNCTION)

1. Before making a claim under the **Policy**, please check your **Certificate of Insurance** to ensure that cover under this section is included.
2. On discovery of any occurrence or circumstance that is likely to give rise to a claim under this section, the **Policyholder** should immediately notify the **Scheme Administrator** on **0845 054 0505**, which can provide a claim form.
3. When notifying the **Scheme Administrator** of a claim, the **Policyholder** must also:
 - a) take all responsible steps to prevent further loss or damage; and
 - b) allow the **Scheme Administrator** and its agents to gain access to the **Home**; and
 - c) obtain permission to access neighbouring land and obtain any other permission needed to allow investigations and work; and
 - d) provide the **Scheme Administrator** with a copy of the **Completion Certificate** issued by the **Local Authority Building Control Inspector** and all information and documentation it may request in relation to investigating the claim.

4 ADDITIONAL COVER

In addition to any applicable cover under section 3, in the event of a valid claim under sections 3.2, 3.3, 3.4 or 3.5, the **Underwriter** will pay within the **Limit of Indemnity**:

1. **ADDITIONAL COSTS**

Such additional costs and expenses as are necessarily incurred by the **Policyholder** solely in order to comply with **Building Regulations** or Local Authority requirements or other legal requirements, provided that the **Underwriter** shall not be liable for those costs that would have been payable by the **Policyholder** in the absence of the discovery of a valid claim under the **Policy**.

2. **ALTERNATIVE ACCOMMODATION COSTS**

- a) If, due to an event insured under this **Policy**, the **Home** is uninhabitable then the **Underwriter** will pay the reasonable additional costs and expenses that are necessarily incurred by the **Policyholder** in respect of removal, storage and alternative accommodation (for a period not exceeding 26 weeks) for persons permanently residing in the **Home**, provided the **Policyholder** has first obtained the **Scheme Administrator's** written consent to such costs.
- b) The cover under this section 4.2 is subject to a maximum liability of 10% of the unused **Limit of Indemnity** for the **Home** at the time of the claim.

3. **FEES**

Such Architects', Surveyors', Legal, Consulting Engineers' and other fees as are necessarily and reasonably incurred by the **Policyholder** in relation to the complete or partial rebuilding or rectifying work to the **Home** (excluding any costs or fees incurred by the **Policyholder** in investigating and / or preparing a claim).

4. **REMOVAL OF DEBRIS**

The costs and expenses incurred by the **Policyholder** in respect of:

- a) removal of debris at; and / or
- b) dismantling or demolishing; and / or
- c) shoring up,

the **Home**.

5. EXCLUSIONS (APPLICABLE TO ALL SECTIONS)

The **Underwriter** shall not be liable to the **Policyholder** for any of the following:

1. ALTERATIONS

Loss or damage due to or arising from any alteration, modification or addition to a **Home** after the issue of the **Certificate of Approval** unless (in each case) the **Underwriter** has been informed, the **Policy** endorsed and any applicable additional premium paid to the **Underwriter**.

2. CHANGE IN COLOUR

Any change in colour, texture, opacity or staining or other ageing process to any element of the **Home**.

3. ENDORSEMENT

Anything excluded by an endorsement issued by the **Scheme Administrator** and noted on the **Certificate of Insurance**.

4. FLOODING AND WATER TABLE

Loss or damage resulting from flooding or failure of flood prevention / defence measures, however caused, or from a change in the water table level.

5. GLAZED PANES

Loss or damage to any existing double or triple glazing panes in any **Home** that has been converted, refurbished or renovated, unless such double or triple glazing panes were newly installed by the **Developer** or **Builder** at the time of such conversion, refurbishment or renovation.

6. HUMIDITY

Loss or damage caused by, or consequent upon humidity in a **Home** that is not the direct result of a **Defect**.

7. INDIRECT LOSS

Unless expressly provided for in this **Policy**, economic loss of any description (including, but not exclusively limited to costs arising from inconvenience or distress, loss of enjoyment, loss of use, reduction in value of the **Home**, loss of income or business opportunity) arising either directly or indirectly as a result of the events or circumstances that led to your claim or complaint.

8. MAINTENANCE AND USE

Inadequate maintenance of a **Home** or the imposition of any load greater than that for which the **Home** was designed or the use of a **Home** for any purpose other than that for which it was designed, unless (in each case) the **Underwriter** has been informed in writing, the **Policy** endorsed and any applicable additional premium paid to the **Underwriter**.

9. PERSONAL INJURY

Any costs, losses, expenses or damages for death, bodily injury, disease, illness or injury to mental health, however caused.

10. PRIOR KNOWLEDGE

Anything which would constitute a valid claim under the **Policy** and about which the **Policyholder** was aware prior to purchasing the **Home** and as a consequence agreed a reduction in the purchase price for the **Home** or obtained any other remedy, benefit or compensation of any kind.

11. RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS

In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to, by or arising from:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; and / or
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; and / or
- c) any weapon or device employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter; and / or
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; and / or
- e) any chemical, biological, bio-chemical, or electromagnetic weapon.

12. REASONABLENESS

If items can be found to match existing items at a reasonable cost (being no more than a maximum of 20% higher than the original cost of the item/s) the **Underwriter** will endeavour to facilitate this. However the **Underwriter** will have no liability and will not be responsible for any additional costs if a similar match is not possible at a reasonable cost (being no more than a maximum of 20% higher than the original cost of the item/s).

13. SETTLEMENT

Loss or damage caused by or consequent upon normal settlement or bedding down of a **Home**.

14. SONIC BANGS

Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

15. SPECIAL PERILS

Loss or damage caused by or consequent upon fire, lightning, explosion, typhoon, hurricane, cyclone, volcanic eruption, earthquake, storm, tempest, flood, subterranean fire or other convulsion of nature, aircraft or other aerial devices or articles therefrom, escapes of water from tanks, apparatus or pipes (i.e. sprinkler systems, flood-protection systems and sustainable urban drainage systems) malicious persons, theft, attempted theft, impact or any accidental cause.

16. SUBSIDENCE

Loss or damage caused by or consequent upon subsidence, heave or landslip, save if and to the extent that such loss or damage is as a result of a **Defect** in the design, workmanship, materials or components of the **Structure** of a **Home**.

17. TOXIC MOULD

Loss, damage or bodily injury arising out of any pathogenic organisms, regardless of any other cause or event that contributed concurrently or in any sequence to that liability. For these purposes, 'pathogenic organisms' means any bacteria, yeasts, mildew, viruses, fungi, mould or their spores, mycotoxins or other metabolic products.

18. VERMIN

Loss or damage caused by or consequent upon the actions of rodents, vermin or insect infestation.

19. WAR RISKS

Loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or Local Authority.

20. WEAR AND TEAR

Wear and tear, normal dampness, condensation, thermal movement, movement between different types of materials or shrinkage or normal deterioration (whether caused by neglect or otherwise).

21. WILFUL ACTS

Any wilful neglect or criminal act of the **Policyholder** or any other person.

6. CONDITIONS

1. APPLICABLE LAW	<p>You and We can choose the law which applies to this Policy. We propose that the Law of England and Wales apply. Unless We and You agree otherwise, the Law of England and Wales will apply to this Policy.</p>
2. ARBITRATION	<p>If any difference shall arise as to the amount to be paid under sections 3.1, 3.2, 3.3, 3.4 or 3.5 (liability being otherwise admitted) then such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the Arbitration Act 1996.</p>
3. CANCELLATION	<p>Unless otherwise agreed in writing by the Scheme Administrator the Underwriter reserves the right to cancel the Policy and return any premium, less any retentions in line with our cancellation procedures in the event of:</p> <ul style="list-style-type: none"> i) the building works period exceeding three years from the start date notified to the Scheme Administrator when the original application was made; <p>or</p> <ul style="list-style-type: none"> ii) If building work ceases for 180 days or more before the Home is complete. <p>For the avoidance of doubt where cover has been provided under section 3.1, any cancellation in the circumstances set out in i) or ii) above will only apply to sections 3.2 – 3.5 of the Policy (as applicable).</p>
4. CONTRIBUTION	<p>If at any time of any occurrence giving rise to a claim under this Policy:</p> <ul style="list-style-type: none"> a) there is (or would be, but for the existence of this insurance) any other insurance applicable; or b) the Policyholder has entitlement to any statutory damages, damage or compensation; or c) the Policyholder has initiated legal proceedings from which compensation may be received, <p>then any applicable cover under this Policy shall be limited to such amount in excess of such insurance, damages or compensation (without prejudice to any Financial Limits specified in the Policy) and shall not be called into contribution.</p>
5. FRAUD	<p>If you or anyone acting for you:</p> <ul style="list-style-type: none"> a) knowingly make a fraudulent or exaggerated claim under your Policy; or b) knowingly make a false statement in support of a claim (whether or not the claim itself is genuine); or c) knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine), <p>We will:</p> <ul style="list-style-type: none"> d) refuse to pay the claim; and e) declare the Policy void, treating it as if it had never existed without any refund of premium; and f) recover any sums that we have already paid under the Policy in respect of the claim and any previous claims. <p>We may also inform the Police of the circumstances.</p>

<p>6. INDEXATION</p>	<p>The Limit of Indemnity and Excess referred to within the Certificate of Insurance will be increased in line with the RICS House Re-Building Index or 10% per annum compound (whichever is the lesser) on each anniversary of the commencement of the period of insurance for sections 3.2, 3.3, 3.4 and 3.5. For the purpose of settlement of any claim hereunder, the Limit of Indemnity and Excess, as adjusted in accordance with the foregoing provisions, shall be regarded as the Limit of Indemnity and Excess at the time of discovery by the Policyholder of such claim.</p>
<p>7. MISREPRESENTATION</p>	<p>This Policy will be voidable from inception in the event of deliberate misrepresentation, misdescription, error, omission or non-disclosure by the Policyholder.</p>
<p>8. MULTI-OCCUPIED BUILDINGS</p>	<p>Where the Home is part of a multi-occupied building (where a number of Homes are contained within one building), the Management Company shall normally co-ordinate the claim in respect of all Policyholders of the multi-occupied building and where that is the case the Scheme Administrator shall not be obliged to correspond with the individual Policyholder regarding such claims.</p>
<p>9. NOTIFICATION OF CLAIMS</p>	<p>It is important to note that it is a condition to the payment of any claim(s) under section 3.2 that concerns have been notified to the Developer in writing before the expiry of the Defects Insurance Period and if the Developer does not respond then the Defects and resultant damage must be notified to the Scheme Administrator in writing within 6 months of the expiry of the Defects Insurance Period. The Underwriter will have no liability for any matter which is not notified within these time frames.</p>
<p>10. RECOVERIES FROM THIRD PARTIES</p>	<p>The Underwriter is entitled (and the Policyholder gives consent to the Underwriter) to take proceedings, at its own expense, to secure compensation from any third party before or after any admission of or payment of a claim under this Policy.</p> <p>The Underwriter will not take proceedings against the Developer for claims which occur following the expiry of the notification period of the Defects Insurance Period, unless the claims relate to remedial works undertaken by the Developer as part of a previous claim under the Defects Insurance Period, that have subsequently failed.</p>
<p>11. REINSTATEMENT OF LIMIT OF INDEMNITY</p>	<p>Where any successful claim has been made under any of sections 3.2, 3.3, 3.4 and 3.5 and which is met by the Underwriter for less than the Limit of Indemnity for the relevant section, such Limit of Indemnity shall (in accordance with the provisions of this Policy) be reduced to the extent such claim has been met by the Underwriter. In such circumstances, the Policyholder may request that the Limit of Indemnity be reinstated. The decision to reinstate any Limit of Indemnity shall be at the sole discretion of the Scheme Administrator and shall in any event be subject to:</p> <ul style="list-style-type: none"> a) payment by the Policyholder of any fee charged by the Surveyor for checking the design of the Home and inspecting any work for the repair or rebuilding of any Home which has been the subject of a claim under this Policy; and b) the Surveyor certifying that such repair or rebuilding work meets the Underwriter's required standards; and c) payment by the Policyholder of any additional premium required to be paid in respect of any such reinstatement, as notified by the Underwriter. <p>For the avoidance of doubt, the Policyholder shall be required to pay the Surveyor's fee referred to above regardless of whether or not the Limit of Indemnity is reinstated.</p>

<p>12. TERMINATION</p>	<p>This Policy will terminate automatically without refund of premium in the event that:</p> <ul style="list-style-type: none"> a) the Home is destroyed by a cause other than that insured against in this Policy; or b) the Underwriter has paid a claim under section 3.1; or c) the Underwriter has paid the maximum amount for which it will be liable under the Policy in accordance with the Limit of Indemnity unless the Limit of Indemnity has been reinstated in line with the Reinstatement of Limit of Indemnity Condition. <p>The cover under this Policy in respect of any of sections 3.2, 3.3, 3.4 and 3.5 will terminate automatically without refund of premium in the event that the Underwriter has paid the maximum amount for which it will be liable under the relevant section in accordance with the relevant Limit of Indemnity.</p>
<p>13. THIRD PARTY RIGHTS</p>	<p>A person who is not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.</p>
<p>14. UNDERWRITER'S RIGHTS</p>	<p>In the event of any occurrence which may give rise to a claim under this Policy, the Underwriter and its agents (including the Developer, Builder and / or their subcontractors) shall, with the permission of the Policyholder, be entitled to enter the Home in order to carry out rectification works or the complete or partial rebuilding of the Home. If such permission is unreasonably withheld by the Policyholder then the Policyholder shall be responsible for any additional costs caused by the delay in carrying out such works and the Underwriter has the sole option to void the Policy from inception.</p>

7. DISPUTE RESOLUTION SERVICE AND ALTERNATIVE OPTIONS

A. THE DISPUTE RESOLUTION SERVICE

1. If the **Developer** fails to remedy any **Defect** and resultant damage notified to him or the **Policyholder** is not satisfied with his response then the **Scheme Administrator** may, at its sole discretion, offer the **Dispute Resolution Service** as detailed below.
2. Following notification in writing by the **Policyholder** to the **Scheme Administrator**, the **Scheme Administrator** will investigate each dispute referred to the **Dispute Resolution Service**. Using the **Dispute Resolution Service** does not affect a **Policyholder's** legal rights or remedies against the **Developer** in any way. The **Policyholder** should, however, seek independent legal advice before using the **Dispute Resolution Service**.
3. The **Dispute Resolution Service** will attempt to bring the two parties together, investigate the dispute and make recommendations.
4. The possible outcomes of the investigation are that:
 - a) both the **Policyholder** and the **Developer** accept the report's findings and if any works are necessary the **Developer** carries them out within an agreed period of time; or
 - b) both the **Policyholder** and the **Developer** accept the report's findings but the **Developer** fails to carry out any necessary works within an agreed period of time. In such circumstances, the **Policyholder** should advise the **Scheme Administrator** which will attempt to ensure that the works are carried out accordingly; or
 - c) both the **Policyholder** and the **Developer** accept the report's findings however the **Policyholder** refuses access to the **Home** for whatever reason. If this is the case, the **Dispute Resolution Service** has failed. Please refer to Condition 14, Underwriters Rights, for further details; or
 - d) one or both parties do not accept the report's findings. If this is the case, the **Policyholder** shall be entitled to refer the matter to an alternative dispute resolution forum.
5. The **Dispute Resolution Service** will not be suitable for all disputes. The **Scheme Administrator** will advise upon technical issues and in particular whether the **Developer** has complied with the Functional Requirements of the **Technical Manual**. The **Scheme Administrator** will not advise on financial disputes, contractual issues or items that do not involve a breach of the Functional Requirements of the **Technical Manual**.
6. The **Excess** for the **Defects Insurance Period** shall be as specified in the **Certificate of Insurance**. If the value of the dispute is for an amount less than the **Excess** then the **Dispute Resolution Service** is not appropriate.
7. For items that are not covered by the **Policy**, assistance may be available under the terms of the Consumer Code for Home Builders (CCHB). If the issue is likely to be covered then the **Scheme Administrator** and the CCHB is applicable to the **Home**, we will supply a claim form on request and details of how to begin this process.
8. Full details of the CCHB are available on our website: www.labcwarranty.co.uk.
9. Neither the **Scheme Administrator** nor the **Underwriter** shall have any liability to the **Policyholder** for any damages, loss, costs or expenses arising out of any negligent act, omission or default of the **Scheme Administrator** in performing its duties under the **Dispute Resolution Service**.

B. OPTIONS TO RESOLVE A DISPUTE OTHER THAN BY USING THE DISPUTE RESOLUTION SERVICE

10. Should the parties refer a dispute relating to a **Defect** and resultant damage to conciliation but the **Dispute Resolution Service** does not resolve the dispute, then either party can nevertheless opt for other forms of dispute resolution, including any of those set out below.

INDEPENDENT EXPERT OR ARBITRATION

11. In the event of a dispute you may apply to the Chartered Institute of Arbitrators for the appointment of an Arbitrator.
12. If you wish to apply for an Arbitrator to be appointed, you must first notify LABC Warranty and we will supply you with a form to complete which should be sent to the Chartered Institute of Arbitrators by you with a copy sent to LABC Warranty.
13. LABC Warranty will then be entitled to proceed on the basis that no dispute has arisen.
14. The costs of using an Arbitrator will be borne by the parties to the dispute and not the **Underwriter**.

15. ADDITIONAL FORMS OF ALTERNATIVE DISPUTE RESOLUTION

As well as referring a dispute to an Arbitrator, there are now several additional forms of Alternative Dispute Resolution. Information can be obtained from the Citizens Advice Bureau, County Court, Sheriffs Clerks Office or a solicitor.

16. LITIGATION

The Small Claims Court may be suitable for resolving contractual or financial disputes, as well as small disputes regarding standards of workmanship. Depending on the size of the dispute, other courts may be suitable for resolving claims involving financial and contractual disputes and larger claims regarding standards of workmanship.

17. DISCLAIMER

For the avoidance of doubt, the **Underwriter** does not recommend any form of dispute resolution process and the **Policyholder** should take legal advice as to the most appropriate forum for each particular dispute and the manner in which that dispute should be progressed.

8. HOW TO MAKE A COMPLAINT

1. We have the authority to administer complaints on behalf of the **Underwriter**. MD Insurance Services Limited aims to provide a first class service to every **Policyholder**. However, occasionally an enquiry or a complaint may arise, often as a result of a misunderstanding, which will usually be resolved quickly and to the satisfaction of the **Policyholder**.
2. If you have an enquiry or cause to make a complaint regarding your **Policy** then you should, in the first instance, contact the insurance agent who arranged the insurance for you. If they are unable to resolve the problem, please contact:

The Complaints Officer
MD Insurance Services Limited
2 Shore Lines Building
Shore Road
Birkenhead
Wirral
CH41 1AU

Email: complaints@mdinsurance.co.uk
Tel: 0845 054 0505.

3. A copy of the Complaints Procedure for MD Insurance Services Limited will be provided with an acknowledgement of your complaint.
4. Any complaint that cannot be resolved by the MD Insurance Services Limited may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaint process or are available on request. This complaint procedure is without prejudice to the **Policyholder's** right to take legal action.
5. In all cases, the Reference Number appearing in the **Development Initial Certificate / Home Initial Certificate** and **Certificate of Insurance** should be quoted.
6. **FINANCIAL SERVICES COMPENSATION SCHEME**

Policies issued by MD Insurance Services Limited on behalf of the **Underwriter** are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if the **Underwriter** is unable to meet it's obligations under the terms of the **Policy**. If you are entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the **Policy** contract. Further information about compensation scheme arrangements are available from the Financial Services Compensation Scheme. Their address is:

Financial Services Compensation Scheme
10th Floor, Beaufort House
15 St Botolph Street
London
EC3A 7QU

Or via the Scheme website: www.fscs.org.uk



2 Shore Lines Building Shore Road Birkenhead Wirral CH41 1AU

T 0845 054 0505 F 0845 054 0501 E enquiries@labcwarranty.co.uk W www.labcwarranty.co.uk

MD Insurance Services Ltd. is the Scheme Administrator for LABC Warranty. MD Insurance Services Ltd. is authorised and regulated by the Financial Conduct Authority. MD Insurance Services Ltd. is registered in England No: 3642459.