



Residential New Build
Latent Defects Insurance
Policy Document



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Residential New Build Latent Defects Insurance Policy

Introduction

This policy wording is evidence of a legally binding contract of insurance between **you** (the **insured**) and **us** (Casualty & General Insurance Company (Europe) Limited). **We** rely upon:

- The information **you** provided or which has been provided on **your** behalf when **you** took out insurance with **us**, and
- Any other information given by **you** or on **your** behalf in the formation and throughout the duration of the contract.

You must read this policy wording, **initial certificate**, **certificate of insurance** and any **endorsements** together. The **initial certificate** and/or **certificate of insurance** tells **you** which sections of the policy wording apply. Please check all the above documents carefully to make certain they give **you** the cover **you** want.

We agree to insure **you** under the terms, conditions and exceptions contained in this policy wording or in any **endorsement** applying to this policy wording. The insurance provided by the policy wording covers loss or damage that may occur within the United Kingdom, Channel Islands and the Isle of Man during the **period of insurance** for which **you** have paid, or agreed to pay the premium.

Our provision of insurance under this policy is conditional upon **you** observing and fulfilling the terms, provisions and conditions of this policy.

Nobody other than the **insured** and **us** (Casualty & General Insurance Company (Europe) Limited) has any rights that they can enforce under this contract of insurance although it is freely assignable.

Unless specifically agreed otherwise, this insurance shall be subject to English Law.

The terms and conditions of this policy and all other information concerning this insurance are communicated to **you** in the English language and **we** undertake to communicate in this language for the duration of the policy.

Casualty & General Insurance Company (Europe) Limited

The parties involved in your insurance

Your insurance has been arranged and placed with **us** by Advantage as the **scheme administrator**. Advantage is a trading style of AHCI Limited a company incorporated in England and Wales under company number 09135644 and has a registered address of Advantage House, 110 Mere Grange, St Helens, WA9 5GG and is an Appointed Representative of Build Secure Ltd who is registered in England and Wales company number 13751832 registered address Finchale House, Belmont Business Park, Durham, DH1 1TW. Build Secure Ltd is authorised and regulated by the Financial Conduct Authority under Firm Reference Number 983231.

We have appointed Advantage to administer **your** insurance on **our** behalf.

Throughout this policy document they are referred to either as the **scheme administrator** and or as the firm that arranged and placed **your** insurance with **us**.

Advantage can be contacted at:

Advantage House
110 Mere Grange
St Helens
WA9 5GG

Tel: 0845 900 3969
Email: sales@ahci.co.uk

You should contact the firm that arranged **your** insurance with **us** if **you** have any questions about **your** insurance or if **you** need to make a change to **your** insurance (see “Notification of changes which may affect your insurance”).

Your insurer

Your insurer is Casualty & General Insurance Company (Europe) Limited. Registered in Gibraltar No. 89400 with a registered office at 6a Queensway, Gibraltar, GX11 1AA.

Casualty & General Insurance Company (Europe) Limited is licensed by the Financial Services Commission in Gibraltar under the Financial Services (Insurance Companies) Act to carry on insurance business in Gibraltar, and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of **our** authorisation and regulation by the Financial Conduct Authority are available from **us** on request.

We are also members of the Financial Ombudsman Service (FOS) and the Financial Services Compensation Scheme (FSCS).

Understanding your policy

You are requested to read the whole of this policy wording, the **initial certificate**, the **certificate of insurance** and any **endorsements** in order to understand the extent of cover. If any of the information contained in this policy is not clear, please contact the firm that arranged **your** insurance with **us** or the **scheme administrator**.

This policy does not provide cover for any legal liabilities that **you** may have to third parties arising out of the use or ownership of the **residential property**. **You** can only claim under this policy whilst **you** are the owner in title or **buyer** of the **residential property**. **You** are not entitled to make or continue a claim once **you** have sold or otherwise disposed of **your** interest in the **residential property**.

Making a claim

Please be aware that each section of cover of this policy has its own specific claims procedure and conditions as well as exclusions and it is recommended that **you** read these carefully.

If **you** need to make a claim, do not instruct any person to investigate the fault, please contact the firm that arranged **your** insurance with **us** or the **scheme administrator** who can be contacted at:

Advantage House
110 Mere Grange
St Helens
WA9 5GG

Tel: 0845 900 3969
Email: sales@ahci.co.uk

You must supply all details and proofs (such as proof of ownership or occupation of the **residential property**) as may be reasonably called for by **us** or the **scheme administrator**.

Please note that any costs incurred before a claim is made and any costs which we do not authorise are not insured by this policy.

Claim settlement provisions

You must tell the **scheme administrator** of a claim or any incident that may lead to a claim as soon as reasonably possible after the date on which **you** first knew about the incident.

You must take all reasonable precautions to reduce or remove the risk of a claim and not take any deliberate acts which will result in a claim.

Following notification of a claim, initially the **scheme administrator** will assess **your** claim and if necessary a loss adjuster or claims investigator will be instructed to handle **your** claim.

We and the **scheme administrator** will deal with **your** claim as quickly and fairly as possible. Please read the General terms and conditions and General exceptions in this policy wording.

If **you** are unhappy with the way **we** or the **scheme administrator** has dealt with **your** claim and **you** wish to make a complaint, please refer to the "What to do if you have a complaint" section of the policy.

Conduct of the claim

We will be entitled to:

- Refuse to accept a claim or continue with a claim where **you** do not take reasonable care not to make a misrepresentation or **you** have failed to supply relevant information and supporting evidence to the firm that arranged **your** insurance with **us, us, the scheme administrator**, any loss adjuster or claims investigator who requested said information;
- Deal directly with the loss adjuster or claims investigator;
- Take over and conduct in **your** name any claim or legal proceedings at any time and negotiate any claim on **your** behalf.

What **you** must do:

- Provide us, the scheme administrator, the loss adjuster or claims investigator with any proof, evidence, certificates and assistance as we or they may reasonably ask for in connection with the claim;
- Cooperate fully with us, the scheme administrator, the loss adjuster or claims investigator and provide, within a reasonable time, avoiding any unnecessary delays, any relevant requested information and documentation in relation to the claim. Failure to meet or co-operate with us or them may lead to us refusing to pay your claim and cancelling your insurance with us;
- Take all reasonable steps to recover costs and expenses and to minimise the amount payable under this policy;
- Take all reasonable steps to resolve disputes that otherwise may give rise to a claim;
- Notify us, the scheme administrator, the loss adjuster or claims investigator immediately of any offer to settle a claim or any payment into court;
- Tell us, the scheme administrator, the loss adjuster or claims investigator to have costs and expenses taxed, assessed and audited if we request.
- Repay to us any costs and expenses previously paid by **us** under this insurance if **you** receive or recover such costs and expenses.

What **you** must not do:

- Under no circumstances must you accept or reject an offer to settle a claim without our consent or the consent of the scheme administrator, the loss adjuster or claims investigator;
- Withdraw from any claim without our consent or instructions from us, the loss adjuster or claims investigator;
- Pursue a claim in any way against the advice or withdraw instructions from us, the loss adjuster or claims investigator without our or their consent;
- Undertake any remedial work without our consent or the consent of the scheme administrator, the loss adjuster or claims investigator;
- Incur any costs and expenses without our consent or the consent of the scheme administrator, the loss adjuster or claims investigator.

You will reimburse **us** for any costs and expenses **we** have previously agreed to pay or have paid on **your** behalf if **you** fail to comply

with any of the claims conditions set out above.

In the event of a valid claim under this insurance policy, **we** shall only be responsible for costs and expenses that a reasonable person would incur if spending their own money. Whenever possible if items can be found to match existing items at a reasonable cost **we** will endeavour to facilitate this. However, **we** will have no liability and will not be responsible for any additional costs replacing undamaged items where a match is not possible at a reasonable cost.

Important

If you fail to tell us or you delay telling us about an incident that may lead to a claim and this increases our claim costs, you will become liable to pay the additional costs. It may also invalidate your right to claim.

Notification of changes which may affect your insurance – keeping us updated

You should keep a complete record of all information **you**, or anyone else on **your** behalf, supplied to the firm that arranged **your** insurance with **us** and to **us** when taking out this insurance.

So that **you** understand what **you** are covered for, please read this policy wording, the **initial certificate** and the **certificate of insurance** (which may make reference to **endorsements**) very carefully. **You** should pay special attention to the General terms and conditions and General exceptions of this policy wording.

If **you** have any questions, or the cover does not meet **your** needs or any of the details are incorrect **you** should notify **us** immediately via the firm that arranged **your** insurance with us or the **scheme administrator**.

If you fail to tell us or you delay telling us about a change which would influence our decision to provide or continue the insurance it may invalidate your right to claim.

Consumer Insurance (Disclosure and Representations) Act 2012 and The Insurance Act 2015

You are required by the provisions of the above Acts to take care to supply accurate and complete answers to all the questions **you** were asked at the time of insuring with **us**. It is important that **you** check **your** records for the information **you** or anyone else on **your** behalf have provided and notify **us** immediately of any changes or inaccuracies in these details. Failure to provide accurate and complete information to the best of **your** knowledge may result in increased premiums, refusal of a claim or **your** policy being cancelled, and may affect **your** ability to gain insurance from other insurers.

You are also required to update **us** with any changes to the information **you** provided at the time **you** asked **us** to insure **you**. When **you** tell **us** about these changes **we** may adjust the premium. If **you** do not tell **us** about these changes or inaccuracies, this may result in refusal of a claim or **your** policy being cancelled, and may affect **your** ability to gain insurance from other insurers. The changes **you** are required to notify **us** of include but are not limited to the following:

- The use of the **residential property**;
- Any changes or alterations to materials used in the construction of the **residential property**;
- Any alterations, modification, extensions, conversions, changes or repairs of a structural nature to the **residential property**;
- Any changes to the ground upon which the **residential property** stands including but not limited to the digging of swimming pools, basements or installation of underground tank(s) or receptacle(s);
- Any changes or alterations to any retaining walls which could affect the structural stability of the **residential property**.

This is not a full list and if **you** are in any doubt **you** should advise the firm that arranged **your** insurance with **us**, for **your** own protection. If **you** do not tell **us** about changes, **your** insurance may not cover **you** fully or at all.

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.

How we will deal with claims to comply with the Consumer Insurance (Disclosure and Representations) Act 2012 and The Insurance Act 2015

Claims where **you** have not disclosed or **you** have misrepresented but **we** deem this was not deliberate or reckless:

- Where a higher premium would have been charged, **we** will reduce the amount of the claim settlement proportionate to the premium **we** would have actually charged had the circumstances been disclosed;
- Where additional terms would have been imposed by **us** (other than terms relating to premium), **we** will consider the insurance contract on the basis that those different terms had applied from the date of the breach of duty;
- Where **we** would not have entered into the insurance contract at all **we** can treat the insurance as void and cancel **your** policy as if it never existed from inception and refuse to pay all claims.
- **We** will return the premium to the party that has paid **us** unless there is another reason why **we** should retain it.

See “Your right to cancel” section of **your** policy.

Claims where **we** deem the misrepresentation or non-disclosure to be deliberate or reckless:

- **We** will have the option to treat the insurance as void (**we** can cancel **your** policy from inception and treat the insurance as though it had never existed).
- **We** can retain the full premium even if **you** have not paid **us** the premium in full, **we** shall be entitled to collect it from **you**.

Fraudulent claims

We will not pay claims where **you** have committed fraud in relation to a claim on this policy. **We** may also cancel the policy and any other policies **you** have with **us**, from the date the fraud occurred.

We may also choose not to refund the premium on the basis of fraud, this will depend on the specific circumstances of the claim.

It is important that you check your records for the information you have provided and notify us immediately of any changes to these details. Failure to provide accurate and complete information to the best of your knowledge may result in increased premiums, refusal of a claim or your policy being cancelled.

Important information about your insurance with us

Privacy Notice

We and **Advantage** gather and process personal data in accordance with the EU General Data Protection Regulation (GDPR) and any relevant data protection legislation.

Personal data may be used by **us**, **Advantage** or third parties for underwriting and claims purposes and in order to administer the policy. **We** and **Advantage** will ensure that personal data is kept secure, is used only for the purpose for which it was supplied and is retained only for as long as necessary.

AHCI Limited trading as **Advantage** is registered with the Information Commissioner's Office (ICO) as a data controller and is listed on the Register of Data Controllers under registration number ZA216502. Advantage's full Privacy Notice is available at <https://ahci.co.uk/privacy-policy>.

The Insurer is registered with the Gibraltar Regulatory Authority (GRA) as a data controller and is listed on the Register of Data Controllers under registration number DP012244. The Insurer's full Privacy Notice is available at www.cgice.com/privacy

Insurance administration

The information that **you** give to **us** will be used by **us**, the firm that arranged **your** insurance with **us**, and the **scheme administrator** and anybody appointed by **us** or them for the purposes of administering **your** insurance or a claim, including any loss adjuster or claims investigator. It may be disclosed to reinsurers and to regulatory authorities for the purposes of monitoring **our** or the **scheme administrator's** compliance with regulatory requirements.

Where this happens, **we** will ensure that anyone to whom **we** send **your** information agrees to treat it with the same level of protection as if **we** were dealing with it.

In giving the firm that arranged **your** insurance with **us**, **us** and the **scheme administrator** information about another person, **you** confirm that they have given **you** permission to give the information to **us**, the firm that arranged **your** insurance with **us**, and the **scheme administrator** and that **we/they** may process it (including any sensitive data – see below) for the purposes as set out in these notices.

The firm that arranged **your** insurance with **us**, **we** and the **scheme administrator** may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossessions). These checks may be made when **you** take out insurance with **us** or if **you** make a claim and the information shared with anyone acting on **our** behalf to administer **your** insurance or a claim (e.g. loss adjuster or claims investigators).

Credit searches

To help **us** to prevent fraud and to check **your** identity, **we** and the **scheme administrator** may search files made available to **us** by credit reference agencies, who may keep a record of that search.

Sensitive data

In order to assess the terms of **your** insurance or to administer claims **we** may need to collect data that data protection legislation defines as sensitive (such as criminal convictions). In taking out insurance with **us** **you** are giving **us** **your** consent to such information being processed by **us**, the **scheme administrator**, companies belonging to **our** group and other companies contracted by **us** to provide services relating to **your** insurance or to a claim.

On request we can, providing **you** are an individual capable of making a subject access request, send **you** a copy of the information

we or the **scheme administrator** hold about **you**. If **you** have any questions, or **you** would like to find out more about this **you** can write to the Data Protection Officer at Casualty & General Insurance Company (Europe) Limited. **Our** UK address is shown below.

Casualty & General Insurance Company (Europe) Limited
148 Leadenhall Street
London
EC3V 4QT

Information on products and services

We may use the details **you** have provided to send **you** information about **our** other products and services or to carry out research. **We** may contact **you** by letter, telephone or e-mail. Please be reassured that **we** will not make **your** personal details available to any companies other than those that are contracted by **us** to provide services relating to **your** insurance with **us**. If **you** would prefer not to receive information from **us** or those companies who provide services on **our** behalf, simply write to the **scheme administrator**.

Fraud prevention, detection and claims history

We may search industry databases when **you** apply for insurance, in the event of any incident or claim, or at time of a claim to validate **your** claims history or that of any other person or property likely to be involved in the policy or claim.

In order to prevent and detect fraud **we** may at any time:

- Share information about **you** with other organisations and public bodies including the Police;
- Check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this. **We** and other organisations may also search these agencies and databases to:
 - help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
 - trace debtors or beneficiaries, recover debt, prevent fraud and to manage
 - **your** accounts or insurance policies;
 - check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity;
- Undertake credit searches and additional fraud searches.

Industry agencies and databases

We pass information to the Claims and Underwriting Exchange Register (CUE), run by the Motor Insurance Bureau (MIB). The aim is to help **us** to check information provided by **you** and also to prevent fraudulent claims. These registers may be searched in considering any application for insurance in connection with this policy. **We** will pass any information relating to any incident which may or may not give rise to a claim under this policy and which **you** have to notify us of in accordance with the terms and conditions of this policy, to the relevant registers.

Other insurers

We may pass information about **you** and this policy to other insurance companies with which **we** either reinsure **our** business or who are dealing with a claim made under this policy. In addition, information may be passed to other insurance related organisations in common with industry practice. These companies will usually be located in countries inside the European Economic Area (EEA). Where information is passed to companies outside of the EEA, **we** will make sure they comply with the same

standards of data security as though they were located inside the EEA.

Fair Processing Notice

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies.

- Law enforcement agencies may access and use this information.
- **We** and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:
 - Checking details on applications for credit and credit related or other facilities;
 - Managing credit and credit related accounts or facilities;
 - Recovering debt;
 - Checking details on proposals and claims for all types of insurance;
 - Checking details of job applicants and employees

Please contact **us** if **you** want to receive details of the relevant fraud prevention agencies.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Telephone recording and document management

For **our** joint protection, telephone calls may be recorded and monitored by the firm that arranged **your** insurance with **us**, **us** and the **scheme administrator**.

We, the **scheme administrator** or any other service providers appointed by **us** or them may hold documents relating to this insurance and any claims made under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as the original.

Our service commitment

Customer feedback

If **you** have any suggestions or comments about how the firm that arranged **your** insurance with **us**, **we** or the **scheme administrator** can improve **our** cover or the service **we/they** have provided please write to **us/them**. **We/they** always welcome feedback to enable **us/them** to improve products and services.

In the event that **we** are unable to continue to trade with the **scheme administrator** because they have ceased to trade through bankruptcy or liquidation or in the event that their relevant FCA authorisation is revoked **we** reserve the right to pass **your** policy and all details on to another intermediary. If **you** do not wish this to happen then please put **your** request in writing to **us**.

Definitions of terms used

(when displayed in bold text in this policy wording)

Wherever any of the following words appear in bold text in the policy wording they will have the following meaning:

Builder

Any person, sole trader, partnership or company who undertakes the refurbishment/ renovation/construction works to the **residential property** at the **development**.

Building contract

The written or verbal contract(s) or agreement(s) between the **developer** and/or **builder** and/or the **insured** in respect of the refurbishment/renovation/construction of the **residential property** at the **development**.

Building regulations

The legislation that governs the construction of the **residential property** which was in force at the time the **notice to build** was submitted to the local authority or planning authority.

Buyer

The individual or company who obtains legal title, after the **first buyer**, to the **residential property** and in so doing becomes the **insured** under the terms of this insurance policy.

Certificate of insurance

The document issued by the **scheme administrator** on **our** behalf to signify acceptance of each completed **residential property** for insurance under sections B, C and D of this insurance policy.

Common parts

Those parts of a multi-ownership building of which the **residential property** forms part, for a common or general use, for which the **insured** has joint ownership or legal responsibility.

Continuous structure

A single building containing more than one **residential property**, including blocks of flats, terraces, mixed use buildings and **common parts** or a **residential property** and other parts of the same building used for some other purpose(s).

Deposit

Any amount paid by the **insured** to the **developer** to reserve the **residential property** and/or any pre-payments made under their contract with the **developer**.

Developer

Either:

Any person, sole trader, partnership or company with whom the **insured** has entered into an agreement or contract to purchase the **residential property**; or

Any person, sole trader, partnership or company that refurbishes/renovates/ constructs the **residential property** and with whom the **insured** has entered into an agreement or contract to purchase the **residential property**.

Development

A residential property or group of residential properties located at the site noted on the certificate of insurance and for which an individual certificate of insurance is issued for each residential property.

For the purpose of this definition **development** is not deemed to include any building works other than the **residential property** detailed in the **certificate of insurance**.

Endorsement(s)

A change in terms of this insurance which replaces or alters the standard insurance wording and is printed on or issued with the

initial certificate and/or the **certificate of insurance**.

Excess

The initial amount relating to each and every claim which **we** are not liable for under this policy and which the **insured** must pay before any settlement is made by **us** and the amount of which is specified in the **initial certificate** and/or the **certificate of insurance**. The **excess** shall apply to each and every separately identifiable cause of loss or damage for which **we** make a payment under this insurance, regardless of whether more than one cause of loss is notified at the same time.

The amount of the **excess** is index linked in accordance with General terms and condition 5 of this insurance policy.

First buyer

The individual or company who purchases the **residential property** from the **builder** or **developer** as the first successor in legal title to the **residential property** following completion of the **building contract**.

Initial certificate

The certificate issued by the **scheme administrator** on **our** behalf when a new **residential property** has been registered with **us** prior to **practical completion**. The details on the **initial certificate** will confirm if cover under section A of the policy is in place. Cover under the remaining sections of the policy are not in place until the **certificate of insurance** is issued.

Insolvency

Liquidation, receivership, administration or the winding up of the business due to bankruptcy, state retirement or death of the principal(s).

Insurance commencement date

The date shown on the **certificate of insurance** signifying the start date of cover under sections B, C and D of this insurance policy or the date shown on the **initial certificate** signifying the start date of cover under section A of this insurance policy.

Insured/you/your

The **buyer** or owner of the property which is the subject of this insurance, acquiring a freehold, leasehold, common-hold, Scottish title or heritable title interest in the **residential property** within the **development** or their successors in title, or any mortgagee or lessor who has a legal interest in the property.

Insurer/we/us/our

Casualty & General Insurance Company (Europe) Limited. Registered in Gibraltar No. 89400 with a registered office at 6a Queensway, Gibraltar, GX11 1AA.

Legal completion

The purchase, recognised in law, of the **residential property** by the **first buyer** or **buyer**.

Limits of indemnity

The maximum amounts **we** will pay for all claims under the various sections of this policy.

Major damage

- Destruction of or physical damage to a load bearing element of the **residential property** caused by a defect in the design, workmanship, material or components of the **structure** which adversely affects the **residential property's** structural stability, resistance to damp and/or water penetration; or
- A condition requiring immediate remedial action to prevent damage to a load bearing element of the **residential property** which adversely affects its structural stability, leading to failure of its resistance to damp and/or water penetration; or
- A condition requiring immediate remedial action to prevent imminent danger to the health and safety of the occupants caused by a defect in the design, workmanship, material, components of the **structure** or failure of the **developer** to comply with **building regulations** in respect of chimney and flues; or
- The costs incurred in repairing, replacing or rectifying any part of the **waterproof envelope** within each **residential property** as a result of ingress of water solely attributable to and caused by a defect in the design, workmanship, materials or components of the waterproofing elements of the **waterproof envelope** within each **residential property**; or
- Destruction of or physical damage to any load bearing element of any existing **structure** incorporated in the **residential property** which is caused as a direct result of a defect in the design, workmanship, materials or components of the new works, provided that the rebuild cost of the existing works is stated in the **certificate of insurance** which is discovered during the **period of insurance** and is notified to the **insurer** via the **scheme administrator** during the **defects insurance period** (section B of this insurance policy) or during the **structural insurance period** (section C of this insurance policy).

Notice to build

The building notice or full plans submission made to the local authority or similar public body responsible for **building regulations** approval.

Period of insurance

The period as detailed on the **certificate of insurance** from the **date of inception** up to the expiry date shown on the **certificate of insurance** provided that the premium due has been paid to us or the **scheme administrator** and the **certificate of practical completion** has been issued.

Practical completion

The sign-off of the works by Local Authority Building Control (LABC) or by any duly authorised Approved Inspector that the **residential property** has been completed in accordance with article 20F Building Control Acts 1990 and 2007 or Section 51 of the Building Act 1984, Building Regulations 2000 and/or The Building (Approved Inspectors etc.) Regulations 2010 or any subsequent replacement legislation.

Residential property

The property described in the **certificate of insurance** comprising the **structure**, all non- load bearing elements, fixtures and fittings for which the **insured** is responsible, any **common parts** relating or boundary walls forming part of or any paths/roadway providing access for the disabled, the drainage system within the **site** for which the **insured** is responsible, any attached garage or other attached permanent out-building.

This insurance does not provide any cover for any swimming pool, temporary **structure**, free-standing household appliance, fence, detached garage or permanent outbuilding not included within the scope of works undertaken by the **developer**, retaining or boundary wall that either do not form part of or do not provide support to the **structure** of the **residential property**, any path or roadway not providing access for the disabled, unless specifically stated on the **certificate of insurance**.

Scheme administrator

The firm appointed by **us** to administer this insurance on **our** behalf Advantage.

Site

The area within the boundary of the **development**.

Statutory authority

The local authority and/or Environment Agency (or the Scottish Environmental Protection Agency or the Northern Ireland Environment Agency, as applicable) being governmental departments or agencies with regulatory authority to enforce statutes and regulations relating to the protection of the environment.

Statutory notice

A notice served on the **insured** by a **statutory authority** under the provisions of legislation that requires the **insured** to carry out remediation of contamination on their **site**.

Structure

The following elements shall comprise the **structure** of a **residential property**:

- Foundations;
- Load-bearing parts of floors, staircases and associated guard rails, walls and roofs, together with load-bearing basement or retaining walls necessary for stability;
- Roof covering;
- Any external finishing surface (including rendering) necessary for the water- tightness of the **waterproof envelope**;
- Floor decking and screeds.

Total sum insured

In the case of new builds the rebuilding cost of the **residential property** upon **practical completion**; or

In the case of extensions, renovations, refurbishments or conversions the rebuild cost of the existing works and the rebuild cost of the new works combined.

The **total sum insured** is index linked in accordance with General terms and condition 5 of this insurance policy.

Waterproof envelope

Means the basement and/or below ground tanking, ground floors, external walls, roofs, skylights, windows and doors of the **residential property**.

Periods of Cover

Section A – this section operates from the date the **deposit** is paid by the **insured** to the **developer** until **practical completion** of each **residential property** is achieved, provided that this is stated in the **initial certificate**.

Section B – this section operates once the refurbishment/renovation/construction works of each **residential property** achieves **practical completion** and from the date specified in the **certificate of insurance**, this section operates for a period of 24 months (the **defects insurance period**).

Section C – this section operates from the date of the 2nd anniversary after **practical completion** (where section B ceases) for a period of 8 or 10 years as specified in the **certificate of insurance** (the **structural insurance period**).

Section D – this section operates once the refurbishment/renovation/construction works of each **residential property** achieves **practical completion** and for a period of 10 or 12 years as specified in the **certificate of insurance**.

Insurance provided – cover options

Guidance notes

This part of your policy shows details around the different sections.

Some things just aren't covered by insurance. In the same way that car insurance doesn't pay to repair your car if it rusts or breaks down, this policy won't cover for damage from gradual wear and tear or ageing. This insurance is not a maintenance contract.

The sections **you** are covered for under this insurance are shown on **your initial certificate** and/or **your certificate of insurance**. Cover is subject to any **endorsement(s)** shown on **your certificate of insurance**.

The General terms and condition and General exceptions of this insurance policy apply to all sections of policy cover.

Section A - Insolvency of the developer during the building period

What is insured under section A

1. If after issue of the **initial certificate**, construction of the **residential property** does not commence due to the **insolvency** or fraudulent acts of the **developer**, **we** will refund the **deposit** paid by the **insured** up to a limit of 10% of the originally agreed purchase price.
2. If after issue of the **initial certificate**, the **residential property** does not achieve **practical completion** due to the **insolvency** or fraudulent acts of the **developer**, **we** will at **our** sole option either:
 - Pay the additional cost **required to complete** the **residential property** to its original specification; or
 - Refund the deposit paid by the insured up to a limit of 10% of the originally agreed purchase price.

We are only liable under this section in respect of monies already paid by the **insured** to the **developer** at the time of its **insolvency** or fraudulent acts and subject to the **limits of indemnity**.

The burden of proving how much was paid as a **deposit** and when this was paid to the **developer** lies solely with the **insured**.

You will be responsible for paying the amount of any **excess** shown in the **initial certificate** in respect of any claim under this section.

Conditions applicable to section A

1. If the **insured** withholds, retains or receives back any part of the **deposit** for the **residential property**, we will be entitled to deduct such amount from monies we would otherwise be obliged to pay under this insurance.
2. **We** are only liable under this section in respect of the paid **deposit** portion of the original agreed **purchase price**.
3. **We** are not liable for any payment agreed or made subsequent to the **deposit** being paid e.g. for any extra work or amendments agreed subsequently by **you**.
4. The **insured** cannot recover any amounts under this section if they are entitled to make any recovery or claim under contract or any legislation against the **developer** for compensation or in respect of liquidation damages or financial penalties of any kind.
5. The **insured** cannot recover under this section in respect of any registration fee, administration fee or booking fee paid to the **developer**.

Claims conditions applicable to section A

We will not pay for the following prior to the **residential property** achieving **practical completion**:

1. Claims for anything that is not part of the **residential property**;
2. Any claim made after the **legal completion** of the purchase by the **first buyer** of the residential property;
3. Claims by any person(s) other than the **insured** who paid the **deposit**;
4. Any claim where cover under section A is shown as 'not insured' on the **initial certificate**;
5. Compensation for death, injury to body or mental health; stress; loss of enjoyment or use; inconvenience, loss of income, loss of business opportunity; or any other consequential or financial loss of any description;
6. Any loss or damage occurring prior to the **insurance commencement date**;
7. Any claim notified prior to the issue of the **initial certificate**.

Section B - Defects insurance for a period up to 24 months after practical completion

What is insured under section B

In respect of all claims first discovered and notified after the **insurance commencement date** and during the first 24 months after **practical completion** of the **residential property** we will pay the reasonable cost of repairing or rebuilding in full or in part and to its original specification each **residential property** which has been affected by **major damage**.

The maximum amount we will pay for any one claim and in the aggregate under this section of the policy is the **total sum insured** shown in the **certificate of insurance** or the **limits of indemnity** shown in the policy wording whichever is the lesser.

The **total sum insured** and the **limits of indemnity** for this section are index linked in accordance with General terms and condition 5 of this insurance policy.

You will be responsible for paying the amount of any **excess** shown in the **certificate of insurance** in respect of any claim under this section.

Claims conditions applicable to section B

1. We will at our sole option:

- Pay to repair, replace or rectify the loss or damage; or
- Pay an equivalent amount in cash to the **insured** or any mortgagee or lessor who has a legal interest in the **residential property**, in lieu of repair, replacement or rectification.
- Where the cost of repair, replacement or rectification exceeds the **total sum insured** and **limits of indemnity**; pay up to the lesser of the **total sum insured** or **limit of indemnity** in cash in lieu of undertaking any works.
- Where a payment is made to the **insured** it shall be in full discharge of **our** liability in respect of the claim. No further claim shall be met by **us** for further loss or damage whether directly or indirectly arising from the **major damage** not having been rectified.

2. We shall only be liable to make a payment under this section where the **insured** has:

- Contacted the **developer** in writing setting out the **major damage** and asking the **developer** to repair, replace or rectify the **major damage**;
- Confirmed to the **scheme administrator** that the **developer** has unreasonably refused to undertake the work or meet the costs of such work; is unable to undertake the work in a reasonable timescale; or is in **insolvency**; and
- Received confirmation in writing from the **scheme administrator** that the claim is covered under this insurance

Additional benefits to section B of this insurance policy

The **insurer** will also indemnify **you** in respect of the cost of repairing, replacing, rectifying and/or or making good the **residential property** 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 **residential property** because the **residential property** does not comply with **building regulations** which were applied to the construction, conversion or refurbishment in relation to the following:

- (a) PartA–Structure; and/or
- (b) PartB–Fire Safety; and/or
- (c) PartC–**Site** preparationandresistancetocontaminantsandmoisture; and/or
- (d) PartG–Sanitation,Hot water safety andWaterefficiency; and/or
- (e) PartH–Drainage and Waste Disposal; and/or
- (f) PartJ– Combustion appliances and Fuel Storage systems; and / or
- (g) PartK–Protection from falling, collisionand impact;and/or
- (h) PartN–Glazing –safetyinrelationtoimpact,openingandcleaning

The **insurer** will not be liable for any claim in respect of **site** preparation and resistance to moisture relating to ground that is outside the foundations of the **residential property**.

Section C – Structural insurance after 24 months have elapsed from practical completion

What is insured under section C

In respect of all claims discovered and notified to **us** after the **insurance commencement date** and during the **structural insurance period we** will pay the reasonable cost of repairing or rebuilding in full or in part and to its original specification each **residential property** which has been affected by **major damage**.

The maximum amount **we** will pay for any one claim and in the aggregate under this section of the policy is the **total sum insured** shown in the **certificate of insurance** or the **limits of indemnity** shown in the policy wording whichever is the lesser.

The **total sum insured** and the **limits of indemnity** for this section are index linked in accordance with General terms and condition 5 of this insurance policy.

You will be responsible for paying the amount of any **excess** shown in the **certificate of insurance** in respect of any claim under this section.

Claims conditions applicable to section C

We will at **our** sole option either:

- Pay to repair, replace or rectify the loss or damage; or
- Pay an equivalent amount in cash to the **insured** or any mortgagee or lessor who has a legal interest in the **residential property**, in lieu of repair, replacement or rectification;
- Where the cost of repair, replacement or rectification exceeds the **total sum insured** and **limits of indemnity**; pay up to the lesser of the **total sum insured** or **limit of indemnity** in cash in lieu of undertaking any works.

Where a payment is made to the **insured**, it shall be in full discharge of **our** liability in respect of the claim. No further claim shall be met by **us** for further loss or damage whether directly or indirectly arising from the **major damage** not having been rectified.

Items specifically excluded under sections B and C

For the purpose of this insurance the following items are specifically excluded:

- Damage caused to the **residential property** due to mining;
- Paths not providing access to the disabled, driveways, alarm systems, fireplace inserts and fireplace surrounds;
- Finishes and renders to floors, walls and ceilings;
- Basement waterproofing systems;
- Specialist water treatment plants and septic tanks;
- Swimming pools and their water treatment and heating equipment;
- Deformation and/or shrinkage of green oak;
- Items agreed as maintenance issues;
- Grade I and Grade II* listed buildings unless the **certificate of insurance** has been specifically endorsed otherwise.
- If either your initial certificate or your certificate of insurance refers to Property as Renovation or Conversion then this Policy will only provide cover for the structure in existence prior to the works undertaken by the developer in so far as they are damaged as a direct result of major damage within the works undertaken by the developer.
- If either your initial certificate or your certificate of insurance refers to Property as Mixed use then any elements of the structure which are used for commercial or retail use are covered only in respect of the structure alone which does not include and fixtures and fittings nor mechanical or electrical equipment

Section D - Contaminated land cover

What is insured under section D

In respect of all claims discovered and notified to **us** after the **insurance commencement date** and during the **defects insurance period** or the **structural insurance period** we will pay:

The costs of remediation, including costs and expenses of treating or isolating or removing any substance from the **site** in a controlled manner, where:

- The ground contaminants were known to be harmful and to exist on the **site** at the time the **notice to build** was deposited with the local authority or similar Public body responsible for **building regulations** approval; and
- The removal or containment of the known ground contaminants was part of the original **site** preparation scheme; and
- Where the **insured** has been served with a **statutory notice**.

You will be responsible for paying the amount of any **excess** shown in the **certificate of insurance** in respect of any claim under this section.

What is not insured

The **insurer** will not be liable to the **insured** under this section for any claim:

1. In connection with contamination outside the boundary of the **site**; or
2. In connection with contamination that migrates on to the **site**; or
3. In connection with contamination which migrates from the **site**; or
4. For anything that was not considered to be harmful at the time the **notice to build** was deposited with the local authority or similar Public body responsible for **building regulations** approval but is later considered to be harmful; or
5. In respect of contaminants or contamination at the **site** not identified prior to the **notice to build** being deposited with the Local Authority or similar Public body responsible for **building regulations** approval; or
6. For anything that arises out of a change of legislation or definition of contamination or harmful material that occurs after the date of **notice to build** was deposited with the Local Authority or similar Public body responsible for **building regulations** approval; or
7. For any building or similar work carried out during the **defects insurance period** or the **structural insurance period** that brings about contamination of the **site**; or
8. Any diminution of the value of the **residential property** due to the existence or former existence (whether actual or alleged) of contamination; or
9. Consequential losses of any description and howsoever arising except as expressly provided for in this policy; or
10. For any naturally occurring substances in the ground, such as radon; or
11. For any Fines or penalties; or
12. For any form of blight or any invasive weeds.

Automatic extensions to sections B, C and D of this insurance policy

In addition to the cover provided under sections B, C and D, and in the event of a valid claim under sections B, C and D of this insurance, **we** will pay the following costs in addition to the **limits of indemnity** but subject to the maximum given under this policy:

1. Additional costs

Such additional costs and expenses as are necessarily and reasonably incurred by the **insured** solely in order to comply with **building regulations** or Local Authority or other Statutory Provisions, provided that the **insurer** shall not be liable for those costs that would have been payable by the **insured** in the absence of the discovery of a valid claim under this insurance policy.

2. Alternative accommodation costs

Such additional costs and expenses as are necessarily and reasonably incurred by the **insured** for a period not exceeding 26 weeks in respect of removal, storage and alternative accommodation whilst the **residential property** is uninhabitable.

The maximum amount payable under this extension is £10,000 or 15% of the **total sum insured** whichever is the greater.

3. Fees

Such Architects', Surveyors', Legal, Consulting Engineers', and other fees as are necessarily and reasonably incurred by the **insured** in relation to the complete or partial rebuilding or rectifying work to the **residential property** which includes the costs or fees reasonably incurred by the **insured** in investigating and/or preparing a claim with **our** prior written consent.

4. Removal of Debris

For each **residential property insured**, the necessary and reasonable cost and expenses incurred by the **insured** in respect of:

- Removal of debris from and/or;
- Dismantling or demolishing of and/or;
- Shoring up of;

the residential property.

Limits of indemnity

The maximum amount the **insurer** will pay under the various sections of this policy is as follows;

Section A – Insolvency of the developer during the building period

We are only liable under this section in respect of the amount paid by the **insured** to the **developer** subject to a maximum of 10% of the original **purchase price** or £100,000 whichever is the lesser, for each **residential property**.

Section B – Defects insurance for a period up to 24 months after practical completion

The maximum **we** will pay for all claims relating to a **residential property** is £5,000,000 or the **total sum insured** shown in the **initial certificate** or **certificate of insurance**, whichever is the lesser.

The maximum **we** will pay for all claims for all **residential properties** in one **continuous structure** is £10,000,000 or the rebuilding cost of the **continuous structure**, whichever is the lesser.

The limits for section B are index-linked in accordance with General terms and condition 5 of this insurance policy.

Section C – Structural insurance after 24 months have elapsed from practical completion

The maximum **we** will pay for all claims relating to a **residential property** is £5,000,000, or the **total sum insured** shown in the **initial certificate** or **certificate of insurance**, whichever is the lesser.

The maximum **we** will pay for all claims for all **residential properties** in one **continuous structure** is £10,000,000, or the rebuilding cost of the **continuous structure**, whichever is the lesser.

The limits for section C are index-linked in accordance with General terms and condition 5 of this insurance policy.

Section D – Contamination

The maximum **we** will pay for all claims relating to a **residential property** is £1,000,000 or the **total sum insured** shown in the **initial certificate** or **certificate of insurance**, whichever is the lesser.

The maximum **we** will pay for all claims relating to one **development** is £2,000,000 or the total **rebuilding cost** of all the residential properties in the **development**, whichever is the lesser.

General terms and conditions

Guidance notes

So far you have seen terms and conditions which are specific to each section of cover. The terms and conditions set out below apply to the whole of this insurance. They explain your responsibilities under this contract of insurance.

THESE GENERAL TERMS AND CONDITIONS APPLY TO THE WHOLE OF THIS INSURANCE POLICY

These terms and conditions apply to all sections of the policy. If **you** do not perform or comply with a term or condition, **we** might not be under any obligation to pay anything under the terms of this policy.

1. Your duties to us

We will only provide the cover described in this insurance policy if:

- **You** and anyone claiming under this insurance has met all the conditions contained in this policy wording, **initial certificate, certificate of insurance**, and any **endorsements** applied to the insurance;
- The information **you** provided or which was provided on **your** behalf and which is displayed on **your** proposal for insurance or contained in any statement of fact or declaration is, to the best of **your** knowledge and belief, correct and complete;
- **You** provide **us** with co-operation and assistance throughout the duration of this insurance, for example if **we** request information or documentation from **you** when **you** purchase cover, make changes, submit a claim;
- **You** take all precautions to prevent loss or damage occurring and the extent of any loss or damage.

The premium was based on information **you** or the **developer** supplied to the firm that arranged **your** insurance with **us** at the start of the insurance or subsequent alteration. **You** must tell **us** via the firm that arranged **your** insurance with **us** or the **scheme administrator** immediately of any change to that information.

If **you**, or anyone acting on **your** behalf, upon applying for cover, amending the policy or making a claim, commit a fraudulent act, submit a false document or make a false or exaggerated statement, cover under this policy may be declared void (where permitted by law) or otherwise cancelled immediately and **you** may not be entitled to a refund of premium. Any claims made against the policy will also not be paid.

If **you**, or anyone acting on **your** behalf at any time acts abusively or makes inappropriate comments (for example but not limited to those of a sexual nature), to **our** employees or representatives, the **scheme administrator**, loss adjuster or claims investigator, then cover will cease immediately. Where applicable, **you** will be provided with a refund of premium. **In all instances refund of Premium is paid to the entity which originally paid the premium.**

2. Claims conditions

If **we** or the **scheme administrator** ask to examine documentation relevant to the insurance or to a claim before agreeing to settle a claim under this insurance **you** must supply this documentation before **we** can proceed with the settlement of any claim.

We shall be entitled to take over and conduct the settlement of any claim or pursue any claim in the name of any person covered by this insurance.

We shall have absolute discretion in the conduct of the settlement of any claim and **you** and any insured person must give **us** whatever co-operation, information and assistance is necessary.

You must tell the firm that arranged **your** insurance with **us** or the **scheme administrator** about any other insurance contracts **you** have in place that provides the same or similar insurance cover as this policy.

If **you** owe **us** premium or claims monies under this policy, **we** will deduct such monies from any valid claim which becomes payable under this policy. Such deductions may reduce or remove any liability **we** owe to **you**. In the event **your** debt is not extinguished or **we** are unable to deduct the amount owed for any reason, this condition does not prevent **us** from pursuing **you** separately for any balance owed.

3. Reinstatement of limits of indemnity

The **limits of indemnity** will be reduced by the amount of each claim **we** pay. **We** will agree to reinstate the **limits of indemnity** following payment of a claim if the **insured** agrees to pay:

- The pro-rata additional premium calculated on the amount of such claim from the date of notification of the claim to the date of expiry of the **period of insurance** for sections B, C and D; and
- Any audit fees for the checking of the design and the inspection of any work for the repair or rebuilding of any **residential property** insured which has been the subject of a valid claim under this insurance policy.

4. Contribution

If at the time of any occurrence giving rise to a claim or potential claim under this policy, there is, or would but for the existence of this insurance:

- Be any other insurance, guarantee or warranty applicable; or
- The **insured** has entitlement to any statutory damages or compensation;

the amount **we** will pay for any claim shall be limited to **our** proportionate share of the claim.

5. Index linking

The **limits of indemnity** and **excesses** referred to within this policy will be increased in line with the house re-building cost index prepared by the Royal Institute of Chartered Surveyors per annum compound, on each anniversary date of the commencement of the **period of insurance** for sections B and C of this policy.

This index can be found at:

<http://www.rics.org/us/knowledge/bcis/about-bcis/rebuilding/bcis-house-rebuilding-cost-index/>

For the purpose of settlement of any claim hereunder the **limits of indemnity** and **excesses**, as adjusted in accordance with the foregoing provision shall be regarded as the **limits of indemnity** and **excesses** at the time of discovery by the **insured** of such claim.

6. Rights of access

In the event of any occurrence which may give rise to a claim under this insurance policy and which has been notified to **us** or the **scheme administrator**, **we** or they or any loss adjuster or claims investigator **we** or they appoint shall, with the permission of the **insured**, be entitled to enter the **residential property**. This will be in order to investigate, and if provided for under the policy, arrange to carry out repairs or the complete or partial rebuilding of the **residential property** to **our** satisfaction. For the avoidance

of doubt, where reasonable access cannot be gained to the **residential property** within a reasonable period of time, no claim shall be accepted by **us**.

7. Recoveries from Third Parties

We are entitled and the **insured** gives **us** consent to control, negotiate and settle any claim and to take proceedings at **our** expense but in the name of the **insured**, to secure compensation from any third party in respect of any claim accepted by **us** under this insurance policy. The **insured** agrees to assist **us** in such a request for recovery of **our** outlay in such circumstances.

8. Third Party Rights

A person who is not a party to this contract of insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

9. Transferability

The benefits under this policy will automatically transfer to subsequent owners and any mortgagee in possession of the **residential property**. No notification or acknowledgement of such is needed.

10. Disputes

Where a dispute arises between the **insured** and the **developer**, the **scheme administrator** provides a service that offers advice regarding liability and the extent of cover available under this policy only. This may, at the **scheme administrator's** sole discretion, be based on an examination of paper submissions or a physical inspection of the works in dispute or a combination of both. A fee may be charged by the **scheme administrator** for this service which will be confirmed by the **scheme administrator** at the time.

Any recommendations made by the **scheme administrator** are not binding on either party, however where policy cover applies but the **developer** refuses to carry out any recommended work, **we** will arrange for it to be done under the terms of this insurance cover. **You** should contact the **scheme administrator** if **you** wish to notify a dispute.

General exceptions

THESE GENERALEXCEPTIONS APPLY TO THE WHOLE OF THIS INSURANCE POLICY

Guidance notes

So far you have seen exclusions which are specific to each section or items of cover. The General exceptions set out below apply to the whole of this insurance. They explain what is excluded under this contract of insurance.

This insurance policy does not cover:

1. Alterations

Loss or damage due to or arising from any alteration, modification or addition to a **residential property** after the **insurance commencement date** unless notified to the **scheme administrator** and cover confirmed by **endorsement**.

2. Change in colour

Loss or damage due to or arising from any change in colour, texture, opacity or staining or other ageing process to any element of the **residential property**.

3. Consequential loss

Loss or damage due to or arising from any consequential loss of any description whatsoever unless as expressly provided for by this insurance policy.

4. Defects in existing works

Loss or damage due to or arising out of any defect in the design, workmanship, materials or components of the **residential property** that was installed or constructed prior to the refurbishment/renovation/construction works undertaken by the **builder** that are the subject of this insurance. This policy provides cover for **major damage** to the existing works discovered after the **insurance commencement date** and notified to the **scheme administrators** during **defects insurance period** (section B of this insurance policy) or the **structural insurance period** (section C of this insurance policy) as stated in the **certificate of insurance** which is caused as a direct result of **major damage** of the new works, provided that the rebuild cost of the existing works is stated in the **certificate of insurance**.

5. Humidity

Loss or damage due to or arising from humidity in the **residential property** that is not the direct result of the ingress of water caused by a defect in the design, workmanship, materials or components of the **waterproofing elements** of the **waterproof envelope** of the **residential property**.

6. Japanese knotweed

Loss or damage due to or arising from Japanese knotweed is excluded from this policy.

7. Maintenance and use

Loss or damage due to or arising from inadequate maintenance of or abnormal use of the **residential property** or the imposition of any load greater than that for which the **residential property** was designed or the use of the **residential property** for any purpose other than that for which it was originally designed.

8. Personal injury

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

9. Priorknowledge

Anything which would constitute a valid claim under this insurance and about which the **insured** was aware of prior to arranging refurbishment/renovation/construction works by the **builder** or should have been aware of prior to purchasing the **residential property**. For the avoidance of doubt this exclusion does not apply to any ongoing claim which has been notified and acknowledged in writing by **us** or the **scheme administrator**.

10. Radioactivecontamination, chemical, biological, bio-chemical and electromagnetic weapons

Loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

- Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- The radioactive, toxic, explosive or other hazardous or contamination properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- The radioactive, toxic, explosive or other hazardous or contamination 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 purpose;
- Any chemical, biological, bio-chemical, or electromagneticweapon.

11. Settlement

Loss or damage caused by or consequent upon normal settlement or bedding down of the residential property.

12. Sonic Bangs

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

13. Special Perils

Loss or damage caused by or consequent upon a peril that can be insured under a household buildings or property owners' insurance policy, whether insured or not.

14. Subsidence

Loss or damage caused by or consequent upon **subsidence**, heave or landslip unless such loss or damage is as a result of a defect in design, workmanship, materials or components of the **structure** of the **residential property**.

15. 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.

Pathogenic organisms mean any bacteria, yeasts, mildew, viruses, fungi, mould or their spores, mycotoxins or other metabolic products.

16. Vermin

Loss or damage caused by or consequent upon the actions of any pets or rodents, vermin, woodworm, bird, beetle, moth, insects or any other kind of infestation.

17. War and Terrorism Risks

Any claim whatsoever in respect of loss, damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, any act of terrorism, 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.

18. Water Table

Loss or damage resulting solely from a change in the water table level. This exclusion shall not however apply to any seasonal change in the water table level.

19. Wear and Tear

Loss or damage caused by or attributable to wear and tear, normal dampness, condensation, shrinkages or deterioration whether caused by neglect or otherwise.

20. Willful Acts

Any willful act, neglect or criminal act of the **insured** or any other party.

Your right to cancel

You have the right to cancel this insurance policy. If **you** wish to do so **you** must write to the **scheme administrator** within 14 days of receiving **your** policy documents. Their address is:

Advantage
Advantage House
110 Mere Grange
St Helens
WA9 5GG

Please quote the policy number shown in the **certificate of insurance**.

The premium paid will be refunded to the entity that paid the premium, please note that any survey costs, registration costs or administration fees are non-refundable.

All policy documents and the original **initial certificate** and/or original **certificate of insurance** must be returned with the cancellation request.

You should be aware that if **you** choose to cancel the policy after the 14 days, no refund of premium will be paid.

IMPORTANT -Before cancelling the policy please check with **your** mortgage lender because they may require **you** to have this cover or its equivalent as a condition of the loan. Please remember also that if **you** sell the **residential property** within the period of the insurance, cancellation could affect the ability of any subsequent purchaser to obtain a mortgage.

If **your residential property** includes **common parts** for which **you** are jointly responsible with owners of other **residential properties**, cancellation of this policy will apply to both the cover on your individual **residential property** and the cover for **your** share of the cost of any claim relating to the common parts. So, if **you** cancel your cover, please remember you will still be contractually liable to contribute to the cost of repairs along with your **neighbours**.

What to do if you have a complaint

We, **our** representatives, the firm that arranged **your** insurance with **us**, and the **scheme administrator** aim to provide **you** with a prompt and efficient service at all times but on occasions this may not be possible and **we/they** may fall short of **your** expectations. If **we**, they, **our** representatives, the loss adjuster, claims investigator or **our** representatives have not provided **you** with a prompt and efficient service and **you** wish to complain, please contact the **scheme administrator**:

Advantage
Advantage House
110 Mere Grange
St Helens
WA9 5GG

Tel: 0845 900 3969
Email: sales@advantagebuildsecure.co.uk

If **your** complaint is in relation to the way in which **your** insurance was sold, the firm that arranged your insurance with us and the **scheme administrator** will deal with **your** complaint.

If **your** complaint is about **our** representatives, the loss adjuster or claims investigator the **scheme administrator** may refer your complaint to them.

If **your** complaint is about **our** service, the policy terms and conditions, or a claim, the **scheme administrator** may refer **your** complaint to **us. We** or the **scheme administrator** will investigate **your** complaint and issue a final response letter.

If **you** are unhappy with the final response and **you** are an eligible complainant (an individual consumer or a micro-enterprise or a charity or trustee of a trust under a certain size) **you** may wish to contact the Financial Ombudsman Service. They offer a free and independent service for resolving disputes about most financial matters and **you** have six months from the date of the final response letter to contact them. Please note that the Financial Ombudsman Service will not adjudicate **your** complaint until **you** have received a final response letter or eight weeks has passed since **you** notified your complaint.

Their contact details are:

Financial Ombudsman Service
Exchange Tower
London E14 9SR

Website: www.financial-ombudsman.org.uk
Email: complaint.info@financial-ombudsman.org.uk
Phone: 0800 023 4567 or 0300 123 9 123

The Financial Ombudsman Service decision is binding on **us** but not **you**. The complaints procedure set out above does not affect **your** right to take legal action against **us**, **our** representatives, the firm that arranged **your** insurance with **us**, or the **scheme administrator**.

Financial Services Compensation Scheme

Casualty & General Insurance Company (Europe) Limited is a member of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** cannot meet **our** liabilities under this policy.

Further information about the scheme is available on the FSCS website at www.fscs.org.uk or by writing to:

Financial Services Compensation Scheme
10th Floor
Beaufort House
15StBotolphStreet
London
EC3A 7QU

Other important notes

In accordance with the Equality Act 2012, **we** are able, upon request, to provide a text phone facility, audio tapes and large print documentation. Please advise **us** via the **scheme administrator** if **you** require any of these services to be provided so that **we** can communicate with **you** in an appropriate manner.