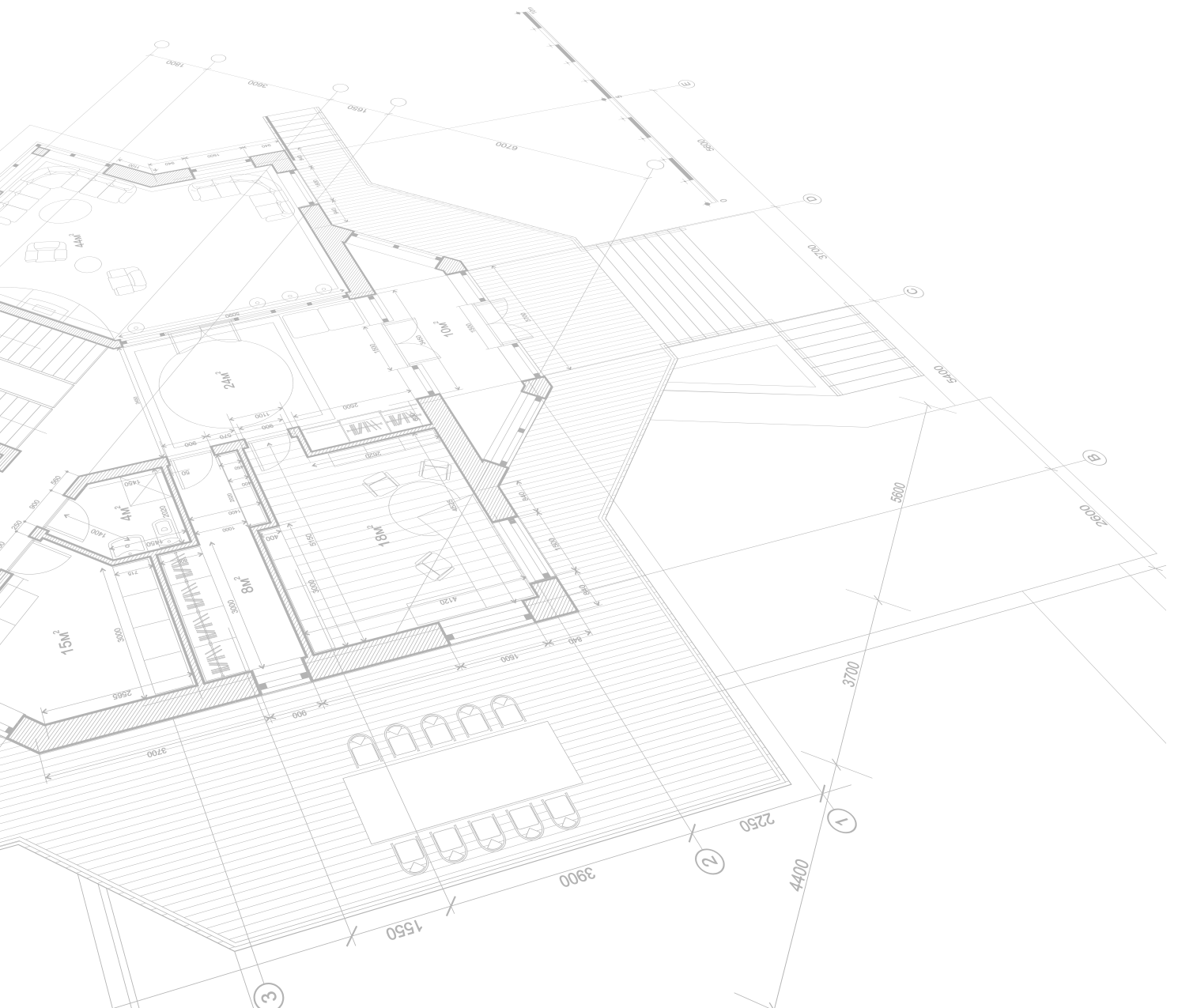




Policy Documents

High Value Scheme
New Homes | Version 1



Summary of the High Value Scheme

Premier Guarantee 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 AXA Insurance UK Plc and Certain Underwriters at Lloyd's, London, and is an Intermediary for Great Lakes Insurance SE. 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.

This **Premier Guarantee for New Homes** consists of 2 separate policies. The first is the **Primary Insurance Policy**, which is provided by AXA Insurance UK Plc and Certain Underwriters at Lloyd's. The **Primary Insurance Policy** provides cover for any valid claim(s) up to a value of £15,000,000. The second policy is the **Secondary (Excess of Loss) Insurance Policy**, which is provided by Great Lakes Insurance SE. This policy provides cover for any valid claim(s) (with the exception of those arising from the **Insolvency** of the **Developer** during the **Building Period**) where the insured loss is between £15,000,000 and £25,000,000.

The cover explained within these **Policy** documents is provided by a panel of insurers as outlined below:

The **Primary Insurance Policy** applies to all Claims up to £15,000,000 and is provided by AXA Insurance UK Plc and Certain Underwriters at Lloyd's as follows:

Insurer	Reference	Financial Limit (Policy)	Line
AXA Insurance UK Plc	B1067MDINS1192014	The first £15,000,000 of each claim and in the aggregate (Primary Insurance Policy)	66.67%
Certain Underwriters at Lloyd's, London	B1067MDINS1292016		33.33%

The **Primary Insurance Policy** (only) covers the **Insolvency** of the **Developer** during the **Building Period**. The details of the cover provided by this section of the **Policy** can be found within section 3.1 of the document. The maximum the **Underwriters** 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.

The **Secondary (Excess of Loss) Insurance Policy** applies to sections 3.2, 3.3, 3.4 and 3.5 of the **Policy** only. This cover is provided by Great Lakes Insurance SE (part of Munich Re Group) as follows:

Insurer	Reference	Financial Limit (Policy)	Line
Great Lakes Insurance SE	059054-01-14	£10,000,000 in excess of £15,000,000 any one claim and in the aggregate (Secondary (Excess of Loss) Insurance Policy)	100.00%

The maximum amount of cover provided by the two separate policies when added together is £25,000,000 for a **Continuous Structure** (£15,000,000 provided by the **Primary Insurance Policy** and the remaining £10,000,000 (in excess of £15,000,000) by the **Secondary (Excess of Loss) Insurance Policy**).

PLEASE NOTE:

All terms and definitions contained within these **Policy** documents apply to both the **Primary Insurance Policy** and the **Secondary (Excess of Loss) Insurance Policy**.

Summary of Document Content

The **Primary Insurance Policy** can be found on pages 4 to 27.

The **Secondary (Excess of Loss) Insurance Policy** can be found on pages 28 to 34.

Introduction to the Policies

Welcome to your **Premier Guarantee for New Homes** insurance **Policy**. Although problems with your **Home** are unlikely, the **Premier Guarantee for New Homes 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 **Premier Guarantee for New Homes 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 **08444 120 888**.

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 **08444 120 888**, email claims@premierguarantee.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.premierguarantee.co.uk

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.

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 **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 Premier Guarantee'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 **Premier Guarantee for New Homes**. 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 either a Local Authority or an **Approved Inspector**.
- If the Local Authority has carried out **Building Control** and a **Certificate of Approval** has been issued by the **Surveyor** then, subject to satisfaction of all **Policy** conditions, a Cover Note will be issued, if requested, for the **Home** confirming that cover under sections 3.2, 3.3 and/or 3.4 (as applicable) is in effect.
- If **Building Control** has been undertaken by an **Approved Inspector** and:
 - (a) a satisfactory final inspection has been carried out by the **Surveyor**; and
 - (b) the **Approved Inspector** has confirmed that they are not aware of any circumstances that would restrict their ability to issue a **Final Certificate**; and
 - (c) subject to satisfaction of all **Policy** conditions;

then a **Certificate of Insurance** will be issued, if requested, for the **Home** confirming that cover under sections 3.2, 3.3, 3.4 and / or 3.5 (as applicable) is in effect.

- 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 **Final Certificate** has been issued by the **Approved 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 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 **Premier Guarantee for New Homes 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@premierguarantee.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**.

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**.

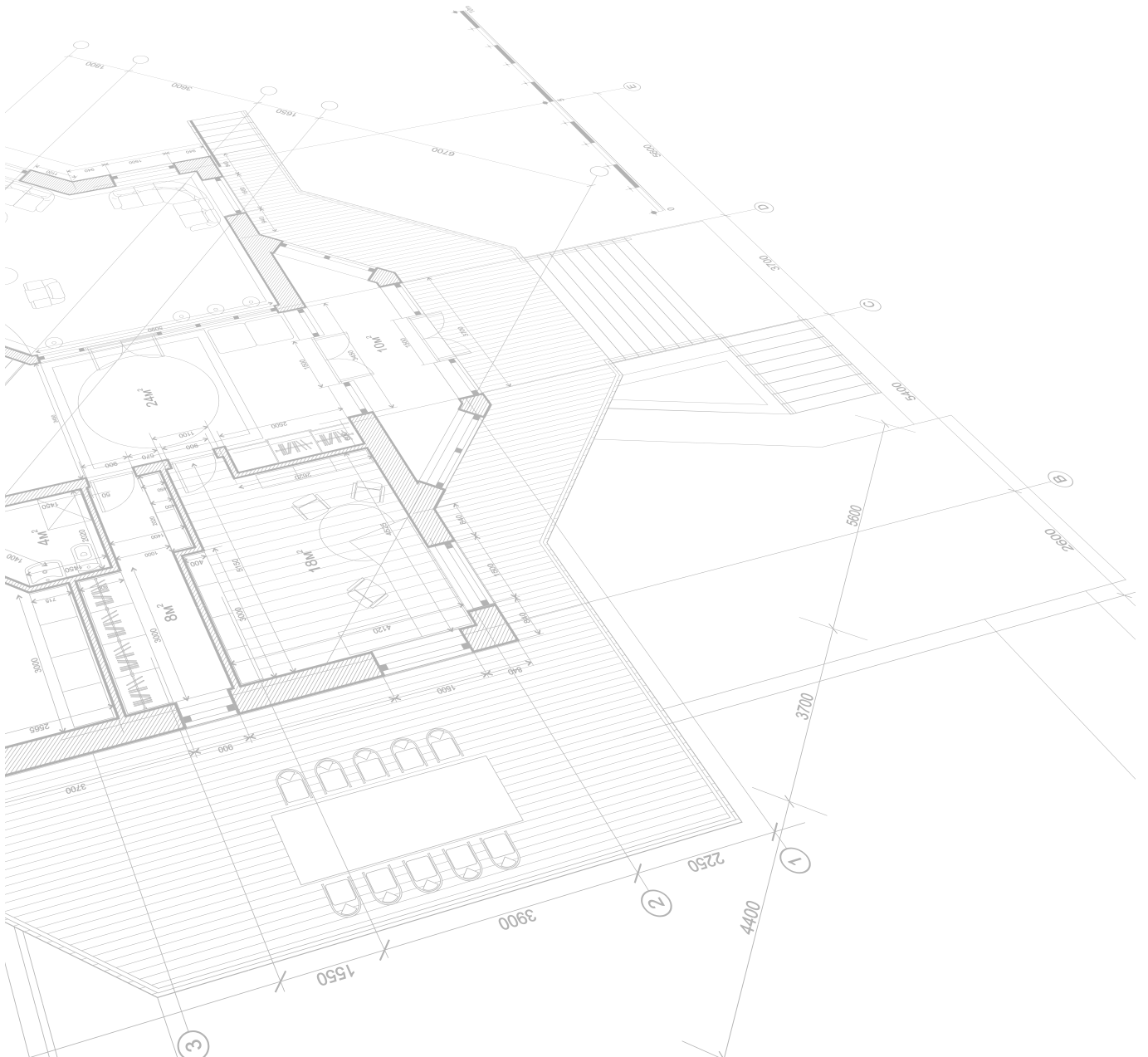
Cancellation prior to Certificate of Insurance being issued

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, a retention of 10% of the insurance premium will be retained. For sections of cover which have not commenced an administration fee of 5% of the insurance premium will also be charged.



Gary Devaney
Chairman and CEO



High Value Scheme - Part 1

Primary Policy
New Homes | Version 1



1. The Primary Policy

1. The **Underwriters** of this policy are AXA Insurance UK Plc and Certain Underwriters at Lloyd's in the following specific proportions:

Insurer	Reference	Financial Limit (Policy)	Line
AXA Insurance UK Plc	B1067MDINS1192014	The first £15,000,000 of each claim and in the aggregate (Primary Insurance Policy)	66.67%
Certain Underwriters at Lloyd's, London	B1067MDINS1292016		33.33%

- 2.. You should ensure that you are aware of what is covered by your **Premier Guarantee for New Homes 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.
3. In consideration of the premium charged, the receipt of which will be confirmed by the issuance of a **Home Initial Certificate** and/or a **Certificate of Insurance**, the **Primary Insurance Policy** provides the insurance in accordance with the terms and conditions and exclusions of the **Policy**.
4. 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**.
5. 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 **08444 120 888**.
6. The **Financial Limits** of cover provided by the primary insurers are as follows:
- 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.
7. Sections 3.2, 3.3, 3.4 and 3.5 – as noted within each section of the **Policy**, up to a maximum of £15,000,000 for each claim and in the aggregate.

Customer Service

8. The Customer Service and Complaints Procedures for the **Primary Insurance Policy** can be found below.
9. The aim is to provide you with a high quality service at all times; every effort will always be made to sort out any enquiry or problem that you may have. If you have any questions or concerns about your **Policy** or the handling of a claim you should, in the first instance, contact:

General Policy Administration Enquiries

MD Insurance Services Limited, 2 Shore Lines Building, Shore Road, Birkenhead, Wirral, CH41 1AU.
Tel No: 08444 120 888
Fax No: 08444 120 333
E-mail: info@premierguarantee.co.uk

Claims Enquiries

MD Insurance Services Limited, 2 Shore Lines Building, Shore Road, Birkenhead, Wirral, CH41 1AU.
Tel No: 08444 120 888
Fax No: 08444 120 333
E-mail: info@premierguarantee.co.uk

If you have a question or concern, or you wish to make a complaint about how your **Policy** was sold to you (including the information you were given before you bought the **Policy**), or about the general service you received, please in the first instance contact the Complaints Department at:

MD Insurance Services Limited, 2 Shore Lines Building, Shore Road, Birkenhead, Wirral, CH41 1AU.
Tel No: 08444 120 888
Fax No: 08444 120 333
E-mail: complaints@premierguarantee.co.uk

Complaints

10. This complaints procedure does not affect your legal rights. In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to:

MD Insurance Services Limited, 2 Shore Lines Building, Shore Road, Birkenhead, Wirral, CH41 1AU.
Tel No: 08444 120 888
Fax No: 08444 120 333
E-mail: complaints@premierguarantee.co.uk

Should you remain dissatisfied, you may if you wish, refer your complaint to Lloyd's, who will investigate and assess this complaint. Lloyd's contact details are as follows:

Complaints
Market Services
Lloyd's
One Lime Street
London
EC3M 7HA

Tel No: 020 7327 5693
Fax No: 020 7327 5225
E-mail: complaints@lloyds.com

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and are also available from the above address. If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service. The address is:

The Financial Ombudsman Service, Exchange Tower, 1 Harbour Exchange Square, London E14 9SR.

Tel No: 0800 0234 567 (charges may apply).
Tel No: 0300 1239 123 (charges may apply).
E-mail: complaint.info@financial-ombudsman.org.uk

Further details will be provided at the appropriate stage of the complaints process.

Financial Services Compensation Scheme

11. Policies issued by MD Insurance Services Limited on behalf of the **Underwriters** are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if the **Underwriter** is unable to meet its 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 is 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

Several Liability

PLEASE READ CAREFULLY – this section contains important information.

12. The liability of an **Underwriter** under this **Policy** is several and not joint with other **Underwriters** party to this **Policy**. An **Underwriter** is liable only for the proportion of liability it has underwritten. An **Underwriter** is not jointly liable for the proportion of liability underwritten by any other **Underwriter**. Nor is an **Underwriter** otherwise responsible for any liability of any other **Underwriter** that may underwrite this **Policy**. The proportion of liability under this contract underwritten by an **Underwriter** (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is set out at section 1.1 above. In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this Contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address. Although reference is made at various points in this clause to "this Policy" in the singular, where the circumstances so require this should be read as a reference to Policies in the plural.

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. The definitions provided below apply to both the **Primary Insurance Policy** and to the **Secondary (Excess of Loss) Insurance Policy**.

APPROVED INSPECTOR	Any person, sole trader, partnership, company or other organisation authorised by the Construction Industry Council who or which carries out Building Control for the New Development and who or which is registered with Premier Guarantee.
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), Building Standards (Scotland) 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 (Building Standards in Scotland) 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-ownership 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 .
CONCILIATION 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 .
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	<p>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.</p>
DEVELOPMENT INITIAL CERTIFICATE	<p>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 Final Certificate (if required) for each Home, and satisfaction of all Policy conditions.</p>
EXCESS	<p>The amount the Policyholder is required to pay in the event of a valid claim under each section of the Policy.</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	<p>The basement, ground floors, external walls, roofs, skylights, windows and doors of a Home.</p>
FINAL CERTIFICATE	<p>The Certificate issued by the Approved Inspector following completion of the Building Control function for a Home at the New Development.</p>
FINANCIAL LIMIT	<p>The maximum the Underwriter will pay for any claims under the terms of a particular section.</p>
FRAUD	<p>Has the meaning set out in section 1 of the Fraud Act 2006 (a copy of which can be found at: www.legislation.gov.uk/ukpga/2006/35/contents).</p>
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 within the perimeter of such property for which the Policyholder is responsible; 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, garage or permanent outbuilding not included within the scope of the works undertaken by the Developer, temporary structure, free-standing household appliance, fence, retaining or boundary wall not forming part of or providing support to the Structure. 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 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.
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>
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	<p>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 of the Policy, whichever is the lesser.</p>
MAJOR DAMAGE	<p>Either:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (i) the Structure; or (ii) the waterproofing elements of the External Envelope <p>and which is first discovered during the Structural Insurance Period.</p> <p>Or</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (i) the Structure; or (ii) the waterproofing elements of the External Envelope <p>and which is first discovered during the Structural 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-ownership 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>
PREMIER GUARANTEE FOR NEW HOMES	The insurance cover provided by the Underwriter in accordance with, and subject to, the provisions of this Policy .
PRIMARY INSURANCE POLICY	That part of your Premier Guarantee for New Homes which covers the first £15,000,000 of losses (whether made as a single claim or in aggregate)
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 a managing general agent for AXA Insurance UK Plc and Certain Underwriters at Lloyd's, London, and an Intermediary for Great Lakes Insurance SE. The terms 'we' or 'us' denote MD Insurance Services Limited.
SECONDARY (EXCESS OF LOSS) INSURANCE POLICY	That part of your Premier Guarantee for New Homes which covers any loss(es) exceeding £15,000,000 up to a maximum of £25,000,000 (whether made as a single claim or in aggregate).
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) underground drainage that the Policyholder is responsible for maintaining, or contributing to the cost of maintaining.
SUM INSURED	<p>The sum specified as such within the Certificate of Insurance.</p>
SURVEYOR	<p>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.</p>
TECHNICAL MANUAL	<p>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 Premier Guarantee website – www.premierguarantee.co.uk – although this may not be the version applicable to your Policy. If you contact us on 08444 120 888 we will be able to confirm which version of the Technical Manual applies to you and provide you with a further copy if required.</p>
UNDERWRITER(S)	<ul style="list-style-type: none"> (a) For any valid claim(s) of less than £15,000,000 (whether made singly or in aggregate) this will be AXA Insurance UK Plc and Certain Underwriters at Lloyd's in the proportions described at section 1.1 under this Policy; (b) For any valid claim(s) exceeding £15,000,000 up to a maximum of £25,000,000 (whether singly or in aggregate) this will be Great Lakes Insurance SE (part of the Munich Re Group) under the Secondary (Insurance of Loss) Insurance Policy.

2.2 INTERPRETATION

- 2.2.1 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.
- 2.2.2. 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.
- 2.2.3. The headings in this **Policy** are for ease of reference only and shall not affect its construction or interpretation.
- 2.2.4 Within both the **Primary Insurance Policy** and the **Secondary (Excess of Loss) Insurance Policy**, references to a section number includes sub-sections of that section. For example, a reference to section 3.1 would include 3.1.1.

3. The types of Insurance 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. 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.
3. 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).
4. 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.
5. This section covers only the deposit paid by the **Policyholder** in respect of the **Home** (and not any reservation fee, or other fee, paid or agreed to be paid to the **Developer** by the **Policyholder**).
6. 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 **08444 120 888**, 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 3.2 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 **Conciliation 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 **Conciliation Service**; and/or
 - (d) the **Developer** has accepted the decision of a building surveyor after using the **Conciliation 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 **Conciliation 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 sole 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 SUMMARY OF PRIMARY INSURANCE POLICY FINANCIAL LIMITS FOR SECTION 3.2 (DEFECTS INSURANCE)

1. The maximum the **Underwriter** will pay for all claims relating to a **Home** under section 3.2 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) £15,000,000 for all claims relating to all newly constructed **Continuous Structures**; or
 - (b) £15,000,000 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 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** which 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. Claims made under this section are subject to the **Excess** as detailed in the **Certificate of Insurance**.

3.2.5 SPECIAL CONDITIONS APPLICABLE TO SECTION 3.2 (DEFECTS INSURANCE)

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) 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; or
 - (n) 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 **08444 120 888** and:
 - (a) notify them of a potential claim and request a claim form;
 - (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;
 - (c) if there is any **Insolvency** affecting the **Developer**, provide evidence to demonstrate this;
 - (d) allow the **Scheme Administrator** and its agents to gain access to the **Home**; and
 - (e) 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 **Conciliation Service** if at its sole discretion it considers this appropriate. Details of the **Conciliation 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 3.3.1. (a) and/or (b) above.

3.3.3. SUMMARY OF PRIMARY INSURANCE POLICY 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) £15,000,000 for all claims relating to all newly constructed **Continuous Structures**; or
 - (b) £15,000,000 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 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** which 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. Claims made under this section 3.3 are subject to the **Excess** as detailed in the **Certificate of Insurance**.

3.3.4 EXCLUSIONS TO SECTION 3.3 (STRUCTURAL INSURANCE)

1. The **Underwriter** is only liable under this section 3.3 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); and/or
 - (b) water entry, dampness or condensation to underground car parking and storage areas, where the structural integrity is not affected; and/or
 - (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.

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 **08444 120 888**, 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) 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 3.4 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 3.4, 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. SUMMARY OF PRIMARY INSURANCE POLICY 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 3.4 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 policies applying to **New Developments** on a single piece of **Land** under this section is £15,000,000. Once the cumulative maximum liability for the claims made under this section 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.
3. 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) £15,000,000 for all claims relating to all newly constructed **Continuous Structures**; or
 - (b) £15,000,000 for all claims relating to all converted or refurbished **Continuous Structures**.
4. For the avoidance of doubt, the **Financial Limits** under this section 3.4 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.

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** which 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. Claims made under this section 3.4 are subject to the **Excess** as detailed in the **Certificate of Insurance**.

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**; or
 - (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 3.4 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 **08444 120 888**, 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) provide the **Scheme Administrator** with all information and documentation it may request in relation to investigating the claim.

3.5. ADDITIONAL COVER FOR APPROVED INSPECTOR BUILDING CONTROL FUNCTION

- 3.5.1. The **Underwriter** will indemnify the **Policyholder** 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 G - Sanitation, hot water safety and water efficiency; and/or
 - Part H - Drainage and waste disposal; and/or
 - Part J - Heat-producing appliances; 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. Cover under this section 3.5 only applies if an **Approved Inspector** has carried out the **Building Control** function. The **Certificate of Insurance** will show if cover is applicable. It only applies in England and Wales.
- 3.5.3. 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.

3.5.4. SUMMARY OF PRIMARY INSURANCE POLICY FINANCIAL LIMITS FOR SECTION 3.5 (ADDITIONAL COVER FOR APPROVED INSPECTOR BUILDING CONTROL FUNCTION)

1. The maximum the **Underwriter** will pay for all claims relating to a **Home** under this section 3.5 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) £15,000,000 for all claims relating to all newly constructed **Continuous Structures**; or
 - (b) £15,000,000 for all claims relating to all converted or refurbished **Continuous Structures**.
3. For the avoidance of doubt, the **Financial Limits** under 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** which 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. Claims made under section 3.5 are subject to the **Excess** as detailed in the **Certificate of Insurance**.

3.5.5 EXCLUSIONS TO SECTION 3.5 (ADDITIONAL COVER FOR APPROVED INSPECTOR 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**.

3.5.6 CLAIMS PROCEDURE FOR SECTION 3.5 (ADDITIONAL COVER FOR APPROVED INSPECTOR 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 **08444 120 888**, 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) provide the **Scheme Administrator** with 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 which 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 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. 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.

4. GLAZED PANES

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

5. HUMIDITY

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

6. 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 **Property Insured**, 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.

7. 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**.

8. PERSONAL INJURY

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

9. 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.

10. 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.

11. 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).

12. SETTLEMENT

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

13. SONIC BANGS

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

14. 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, malicious persons, theft, attempted theft, impact or any accidental cause.

15. 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**.

16 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.

17. VERMIN

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

18. 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.

19. WEAR AND TEAR

Wear and tear, normal dampness, condensation or shrinkage; or normal deterioration (whether caused by neglect or otherwise).

20. WILFUL ACTS

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

6. Conditions

1. APPLICABLE LAW	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 .
2. ARBITRATION	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.
3. CONTRIBUTION	<p>If at any time of any occurrence giving rise to a claim under this Policy:</p> <p>(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> <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>
4. FRAUD	<p>If you or anyone acting for you:</p> <p>a) knowingly make a fraudulent or exaggerated claim under your Policy; 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> <p>We will:</p> <p>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> <p>We may also inform the Police of the circumstances.</p>
5. MISREPRESENTATION	This Policy will be voidable from inception in the event of deliberate misrepresentation, misdescription, error, omission or non-disclosure by the Policyholder .
6. MULTI-OWNERSHIP BUILDINGS	Where the Home is part of a multi-ownership building, the Management Company shall normally co-ordinate the claim in respect of all Policyholders of the multi-ownership building and where that is the case the Scheme Administrator shall not be obliged to correspond with the individual Policyholder regarding such claims.
7. NOTIFICATION OF CLAIMS	It is important to note that it is a condition to the payment of any claim(s) under Section 3.1 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.
8. RECOVERIES FROM THIRD PARTIES	<p>The Underwriter is entitled (and the Policyholder hereby 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.</p>

9. REINSTATEMENT OF THE LIMIT OF INDEMNITY	<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>
10. TERMINATION	<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>
11. THIRD PARTY RIGHTS	<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>
12. UNDERWRITER'S RIGHTS	<p>In the event of any occurrence which may give rise to a claim under this Policy, the Underwriter and its agents 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.</p>

7. CONCILIATION SERVICE AND ALTERNATIVE DISPUTE RESOLUTION OPTIONS

A The Conciliation 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 **Conciliation Service** as detailed below.
2. Following notification in writing by the **Policyholder** to the **Scheme Administrator**, a building surveyor will be appointed to investigate each dispute referred to the **Conciliation Service**. Using the **Conciliation 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 **Conciliation Service**.
3. The **Conciliation Service** will attempt to bring the two parties together, investigate the dispute and make recommendations based on the building surveyor's technical expertise and experience.
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) 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 a different dispute resolution forum.
5. The **Conciliation Service** will not be suitable for all disputes. The building surveyor is only qualified to advise upon technical issues and in particular whether the **Developer** has complied with the functional requirements in the **Technical Manual**. The surveyor is not qualified to 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 section 3.2 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 **Conciliation 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). The **Scheme Administrator** will supply a claim form and details of how to begin this process upon request.
8. Full details of the CCHB are available on our website: www.premierguarantee.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 building surveyor in performing his duties under the **Conciliation Service**.

B Options to resolve a dispute other than by using the Conciliation Service

10. Should the parties refer a dispute relating to a **Defect** and resultant damage to conciliation but the **Conciliation 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. **Premier Guarantee for New Homes** has agreed with the Royal Institution of Chartered Surveyors (RICS) that disputes referred to an Independent Expert or Arbitrator may be resolved with fixed maximum costs. The Arbitrator or Independent Expert will be appointed by the President for the time being of the Royal Institution of Chartered Surveyors if either of these options is sought.
12. The costs of using an Independent Expert or Arbitrator will be borne by the parties to the dispute and not by the **Underwriter**.
13. The main differences between Independent Expert determination and Arbitration are explained below for information purposes only:
- (a) An Arbitrator is governed by Statute, namely the Arbitration Act 1996. The process is relatively formal. The Arbitrator bases his decision solely upon the evidence and arguments submitted to him by the parties (although he is able to draw their attention to matters of which they might not be aware). He is expected to use his expertise in assessing the relevance and the quality of the evidence and arguments submitted to him. An Arbitrator is therefore only as good as the evidence submitted to him.
 - (b) The decision of an Arbitrator is final and binding, subject to very limited rights of appeal to the High Court.
 - (c) An Arbitrator must give a reasoned award explaining his decision unless both parties agree otherwise.
 - (d) An Arbitrator has the power to award fees and costs against the losing party, who may therefore end up paying the Arbitrator's fees as well as the costs of the other side.
 - (e) An Independent Expert, whilst able to receive submissions from both sides, is not bound by them, and must make his own investigations to discover the facts. It is therefore possible for an expert to make a decision without submissions from either side, which can save costs.
 - (f) The decision of an Independent Expert is final and binding.
 - (g) An Independent Expert will give an explanation of his decision.
 - (h) If an Independent Expert is appointed, each party would be expected to pay their own costs and half the Independent Expert's fee.

Additional Forms of Alternative Dispute Resolution

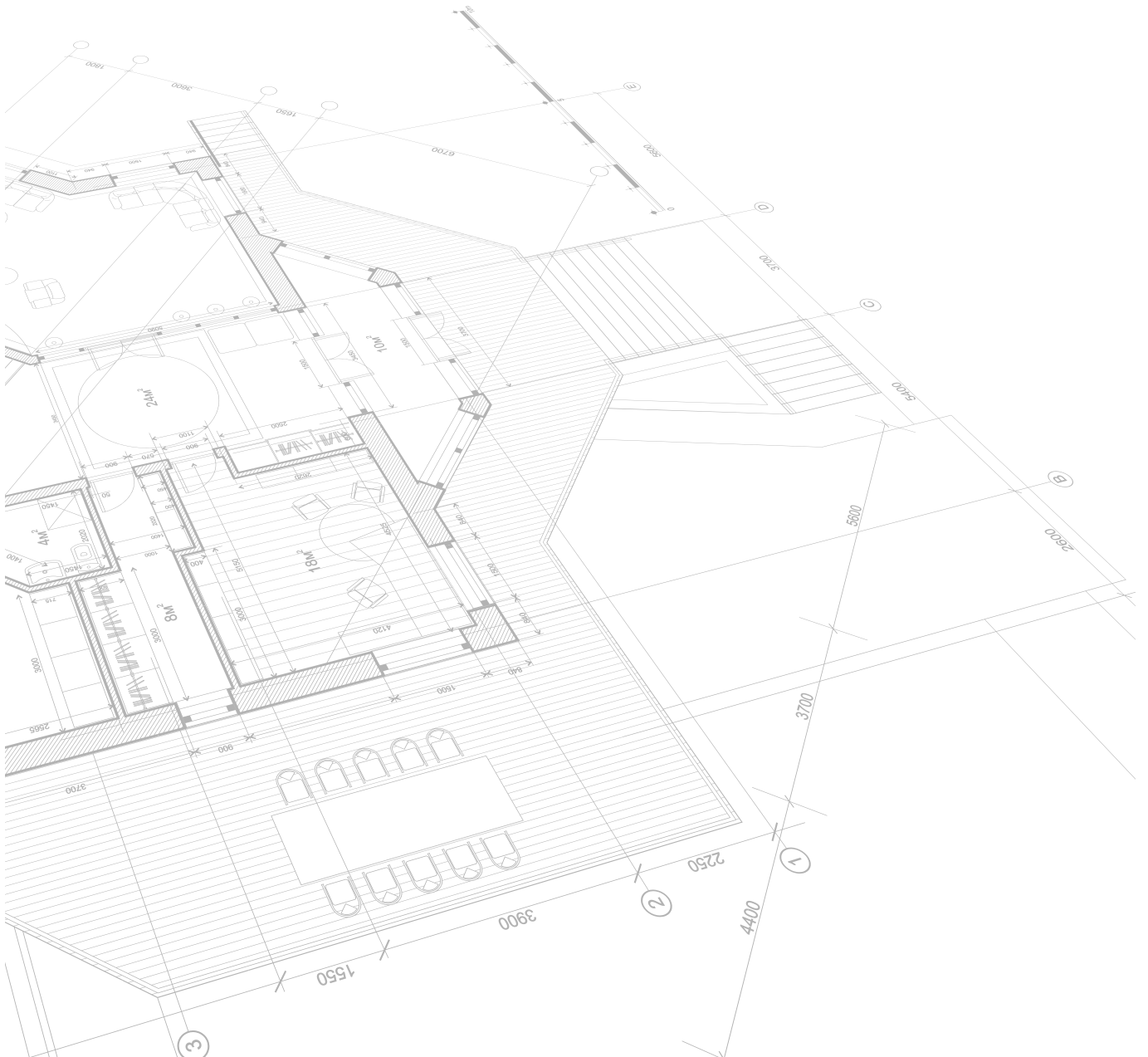
14. As well as referring a dispute to an Independent Expert or Arbitrator, there are now several additional forms of Alternative Dispute Resolution. Information can be obtained from the Citizens Advice Bureau, County Court, Sheriffs Clerks Office or a solicitor.

Litigation

15. 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.

Disclaimer

16. 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.



High Value Scheme - Part 2

Secondary (Excess of Loss) Insurance Policy
New Homes | Version 1



The Secondary (Excess of Loss) Insurance Policy

- 1.1.1. In consideration of the premium charged, and subject to the terms and conditions of this **Secondary (Excess of Loss) Insurance Policy** and/or endorsements applicable thereto, this **Secondary (Excess of Loss) Insurance Policy** insures the **Insured** (subject always to the same terms and conditions and exclusions of the **Primary Insurance Policy**), for losses exceeding £15,000,000, up to an absolute maximum of £25,000,000. Under no circumstance will a claim for less than £15,000,000 be met by this **Secondary (Excess of Loss) Insurance Policy**, which shall only become effective when a single claim exceeds the limit of the **Primary Insurance Policy**, or when all claims taken together exceed £15,000,000. Where that threshold is met, this **Secondary (Excess of Loss) Insurance Policy** will then cover the next £10,000,000 of loss.
- 1.1.2. Sections 2, 3.2 to 3.5 inclusive, 4, 5, 6, and 7 of the **Primary Insurance Policy** (appearing at Part One of this document) are adopted and are relied upon as if they were set out in full, save that the **Financial Limits** shall be as set out below.
- 1.1.3. In the event of inconsistencies between the **Primary Insurance Policy** and this **Secondary (Excess of Loss) Insurance Policy**, this **Secondary (Excess of Loss) Insurance Policy** shall prevail.
- 1.1.4. All terms and definitions contained within these **Policy** documents apply to both the **Primary Insurance Policy** and to the **Secondary (Excess of Loss) Insurance Policy**.
- 1.1.5. If the **Insured** shall make a claim knowing the same to be false or fraudulent as regards amount or otherwise, this **Secondary (Excess of Loss) Insurance Policy** shall become void and all claims hereunder shall be forfeited.
- 1.1.6. The insurer for this **Secondary (Excess of Loss) Insurance Policy** is Great Lakes Insurance SE (part of the Munich Re Group).

Insurer	Reference	Financial Limit (Policy)	Line
Great Lakes Insurance SE	059054-01-14	£10,000,000 in excess of £15,000,000 any one claim and in the aggregate (Secondary (Excess of Loss) Insurance Policy)	100.00%

- 1.1.7. Under no circumstances will any claim made under section 3.1 (INSOLVENCY OF THE DEVELOPER DURING THE BUILDING PERIOD) be met by the **Secondary (Excess of Loss) Insurance Policy**, which shall not apply to it.
- 1.1.8. The **Secondary (Excess of Loss) Insurance Policy** will provide cover under sections 3.2, 3.3, 3.4 and 3.5 subject always to the strict financial limits set out as follows.

SUMMARY OF SECONDARY (EXCESS OF LOSS) INSURANCE POLICY FINANCIAL LIMITS FOR SECTION 3.2 (DEFECTS INSURANCE)

- 1.2.1. The maximum the **Underwriter** will pay for all claims relating to a **Home** under section 3.2 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.
- 1.2.2. 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) £10,000,000 in excess of £15,000,000 any one claim and in the aggregate for all claims relating to all newly constructed **Continuous Structures**; or
 - (b) £10,000,000 in excess of £15,000,000 any one claim and in the aggregate for all claims relating to all converted or refurbished **Continuous Structures**.
- 1.2.3. For the avoidance of doubt, the **Financial Limits** under sections 3.2 – 3.5 inclusive 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.
- 1.2.4. 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** which 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**.
- 1.2.5. Claims under section 3.2 are subject to the **Excess** as detailed in the **Certificate of Insurance**.

SUMMARY OF SECONDARY (EXCESS OF LOSS) INSURANCE POLICY FINANCIAL LIMITS FOR SECTION 3.3 (STRUCTURAL INSURANCE)

1.3.1. The maximum the **Underwriter** will pay for all claims relating to a **Home** under section 3.3 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.

1.3.2. 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) £10,000,000 in excess of £15,000,000 any one claim and in the aggregate for all claims relating to all newly constructed **Continuous Structures**; or
- (b) £10,000,000 in excess of £15,000,000 any one claim and in the aggregate for all claims relating to all converted or refurbished **Continuous Structures**.

1.3.3. For the avoidance of doubt, the **Financial Limits** under section 3.3 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.

1.3.4. 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** which 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**.

1.3.5. Claims under section 3.3 are subject to the **Excess** as detailed in the **Certificate of Insurance**.

SUMMARY OF SECONDARY (EXCESS OF LOSS) INSURANCE POLICY FINANCIAL LIMITS FOR SECTION 3.4 (CONTAMINATED LAND)

- 1.4.1. The maximum the **Underwriter** will pay for all claims relating to a **Home** under section 3.4 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.
- 1.4.2. The cumulative maximum the **Underwriter** will pay for all claims made under all policies applying to **New Developments** on a single piece of Land under this section is £5,000,000 in excess of £15,000,000. Once the cumulative maximum liability for the claims made under this section 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.
- 1.4.3. 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) £10,000,000 in excess of £15,000,000 any one claim and in the aggregate for all claims relating to all newly constructed **Continuous Structures**; or
 - (b) £10,000,000 in excess of £15,000,000 any one claim and in the aggregate for all claims relating to all converted or refurbished **Continuous Structures**.
- 1.4.4. For the avoidance of doubt, the **Financial Limits** under section 3.4 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.
- 1.4.5. 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** which 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**.
- 1.4.6. Claims under section 3.4 are subject to the **Excess** as detailed in the **Certificate of Insurance**.

SUMMARY OF SECONDARY (EXCESS OF LOSS) INSURANCE POLICY FINANCIAL LIMITS FOR SECTION 3.5 (ADDITIONAL COVER FOR APPROVED INSPECTOR BUILDING CONTROL FUNCTION)

- 1.5.1. The maximum the **Underwriter** will pay for all claims relating to a **Home** under section 3.5 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.
- 1.5.2. 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) £10,000,000 in excess of £15,000,000 any one claim and in the aggregate for all claims relating to all newly constructed **Continuous Structures**; or
 - (b) £10,000,000 in excess of £15,000,000 any one claim and in the aggregate for all claims relating to all converted or refurbished **Continuous Structures**.
- 1.5.3. For the avoidance of doubt, the **Financial Limits** under 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.
- 1.5.4. 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** which 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**.
- 1.5.5. Claims under section 3.5 are subject to the **Excess** as detailed in the **Certificate of Insurance**.

Making a claim

- 2.1.1 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 **08444 120 888**, email **claims@premierguarantee.co.uk** or you can write to us.

Making a complaint

- 2.1.2 As the **Underwriter** of the **Secondary (Excess of Loss) Insurance Policy**, Great Lakes Insurance SE (part of the Munich Re Group) is dedicated to providing you with a high quality service and wants to ensure that this is maintained at all times. If you feel that you have not been offered a first class service, please write to the address below. The **Underwriter** will do its best to resolve the problem. If you have any questions or concerns about your **Policy** or the handling of a claim, you should in the first instance contact:

Compliance Officer
Great Lakes Insurance SE
Plantation Place
30 Fenchurch Street
London
EC3M 3AJ

- 2.1.3 In the event that we are unable to resolve your complaint it may be possible for you to refer it to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

Financial Services Compensation Scheme

- 2.1.4 Policies issued by MD Insurance Services Limited on behalf of the **Underwriters** are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if the **Underwriter** is unable to meet its 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

Several Liability Clause

- 2.1.5 **PLEASE READ CAREFULLY** – this section contains important information.

The liability of an **Underwriter** under this **Policy** is several and not joint with other **Underwriters** party to this contract. An **Underwriter** is liable only for the proportion of liability it has underwritten. An **Underwriter** is not jointly liable for the proportion of liability underwritten by any other **Underwriter**. Nor is an **Underwriter** otherwise responsible for any liability of any other **Underwriter** that may underwrite this **Policy**. The proportion of liability under this **Policy** underwritten by an **Underwriter** (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is set out at sections 1.1.1. and 1.1.6 above. Although reference is made at various points in this clause to "this **Policy**" in the singular, where the circumstances so require this should be read as a reference to **Policies** in the plural.



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MD Insurance Services Ltd is the Scheme Administrator for the Premier Guarantee range of structural warranties. MD Insurance Services Ltd is authorised and regulated by the Financial Conduct Authority.