

CHECKMATE



Bishop's gate 10

Commercial Latent Defects Insurance

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This policy is underwritten by HDI Global Specialty SE which is registered in Germany, registration number HRB 211924. Registered Office HDI Platz 1, 3065 Hannover, Germany.

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Commercial Warranty Policy

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Commercial Warranty Policy

Introduction

Welcome to **your** Commercial Warranty policy. Problems with **new premises** are rare but if **you** should need this insurance it is important that **you** understand what is and what is not covered.

The policy is accompanied by an **insurance certificate**, and is not valid without it.

You will need to read the policy wording, the definitions and conditions, the **insurance certificate** and any endorsements printed on it carefully for the full details of cover.

By way of summary, and subject to the conditions and any endorsements printed on the **insurance certificate**, until ten years after the **effective date** on the **insurance certificate**, the **developer** or **we** will cover the repair of **major physical damage** caused by a failure by the **developer** to meet the **requirements**.

This policy is an agreement between **you** and **us**, and is based on the details provided to **us** by **you** or the **developer**. If any of those details change you must let **QuestGates** know as soon as possible, otherwise it may invalidate the insurance.

The conditions that apply to all parts of this policy are listed on pages 17 and 18. Please ensure **you** read the conditions, as well as "the Insurance" section of this policy document.

Certain words have specific meanings when they appear in this policy. These meanings are shown on page 7 under "Definitions" and appear throughout the policy in bold type.

You may only claim under this policy whilst **you** are the current **owner**. **You** are not entitled to make or continue a claim under this policy once **you** have sold or otherwise disposed of **your** interest in the **new premises**.

This policy is a legal document and should be kept in a safe place. The applicable law is shown in condition 9 (page 18).

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Commercial Warranty Policy

Data Protection

Personal information

We are an insurance company whose registered office address is, HDI Platz 1, 3065 Hannover, Germany. **We** are a Data Controller and Data Processor as defined under the EU General Data Protection Regulation ('GDPR').

We and other insurance market participants (including **our** agent) collect and use relevant information about **you** with **your** insurance cover and to meet **our**/their legal obligations.

This information includes **your** details, as well as any other personal information **you** provide to **us** (and/or **our** agent) in respect of **your** insurance cover, in accordance with **our** respective privacy notice(s) and applicable data protection laws.

Information notices

Where **your** insurance cover includes cover for individuals who are either insureds or beneficiaries under the policy (individual insureds), to enable **us** (and **our** agent) to use individual insureds' details in accordance with applicable data protection laws, **we** (and **our** agent) will use their details in connection with **your** insurance cover.

You agree to provide to each individual insured **our** information notice and **our** agent's short form information notice, which **we** (and **our** agent) have provided to **you** in connection with **your** insurance cover, on or before the date that the individual becomes an individual insured under **your** insurance cover or, if earlier, the date that **you** first provide information about the individual to **us** (and **our** agent).

Our information notice on how **we** may collect and deal with **your** personal information may be found at the following link: <https://www.hdi.global/legal/privacy>

A copy of **our** agents **Checkmate's** and our claims handler **QuestGates'** short form information notice is set out in Appendix [1].

You also agree to take such steps as **we** (and **our** agents) may require to obtain the consent of each individual insured to the processing of their personal information in connection with **your** insurance cover.

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Minimisation and notification

We (and **our** agent) are committed to using only the personal information **we** (and **our** agent) need to provide **you** with **your** insurance cover. To help **us** achieve this, **you** agree to only provide to **us** (and **our** agent) information about **you** (and where applicable, individual insureds) that **we** (and **our** agent) ask for from time to time and shall ensure that no other personal information is provided by **you** (or anyone else acting on **your** behalf) to **us** (and **our** agent). Nothing in this clause shall affect **your** obligation to comply with any applicable duty of fair presentation of risk or duty of disclosure in relation to **your** insurance.

You must promptly notify **us** (and **our** agent) if an individual insured contacts **you** about how **we** (and/or **our** agent) use their personal details in relation to **your** insurance cover so that **we** (and **our** agent) can deal with their queries.

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Commercial Warranty Policy

Your Cancellation Rights

You have the right to cancel this policy, however, **we** or **Checkmate** are unable to return to **you** any premium, fees, taxes or other sums paid to **us** or **Checkmate**. Before **you** decide to cancel the insurance it is important to check with your lender or professional adviser that you will not breach any condition of your loan or other contracts for the **new premises**. Even if **you** do not require a loan **you** may also want to consider whether cancellation could affect the ability of any subsequent **owner** to obtain a loan. If the **new premises** shares any **common parts** with another **new premises** cancellation would also result in **you** not having cover for **your** share of the cost of any claim affecting the **common parts**.

Please see the Contact Information section of this document for details of where to request this policy be cancelled.

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Commercial Warranty Policy

Definitions

Certain words have specific meanings when they appear in this policy in bold type. These meanings are shown below.

Building Regulations: The building regulations that govern the construction of the **new premises** which were in force at the time the "notice to build" was deposited with the local authority or approved inspector or the equivalent regulations, date and authorised body which apply in Scotland and/or Northern Ireland.

Checkmate: Lockton Companies LLP – checkmate.uk.com

Common Parts: Those parts of a multi- ownership building (of which the **new premises** is part) for a common or general use, for which the **owner** has joint responsibility together with other **owners** or lessors.

Completion: The date on which **Checkmate** carried out an inspection confirming that for the purposes of this insurance the **new premises** is deemed to comply with the **requirements** and may result in an **insurance certificate** being issued.

Conditions Precedent: There are conditions within the policy that are Conditions Precedent to **our** liability. You may find a Condition Precedent applies only to a particular policy section in which case it will be shown under that section. If **you** do not comply with any part of a Condition Precedent, **we** will not pay for any claim, except where non-compliance could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Contamination: Substances on, in or under **your land** that were known to be harmful at the date the "notice to build" was deposited with the Local Authority and the treatment, isolation or removal of the known substances formed part of the works to be carried out before **completion** and have not been effectively treated, isolated or removed.

Continuous Structure: A single building containing more than one **new premises**, including retail and office blocks including flats and terraces, or **new premises** and other parts of the same building used for some other purpose.

Conversion: Where the **new premises** includes all or part of an existing structure, regardless of the originally intended use.

Developer: the person or firm or company named in the **insurance certificate** from whom the first **owner** acquires the **new premises** or who undertakes the work of building the **new premises** for the **owner**.

Effective Date: The date stated to be the effective date of the cover provided by this

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insurance policy and as printed on the **insurance certificate**.

Excess: The first amount (**indexed**), of each claim which is payable by **you** for which no insurance is provided under this policy and which is specified in the **insurance certificate**. The excess applies to each and every item of claim per **New Premises**. For a claim affecting the **Common Parts** the excess is applied per item of claim and multiplied by the number of **New Premises** within the **Continuous Structure** in which the **Common Parts** are located.

Indexed: Increased from January of the year of the **effective date** to the date a claim is reported to **QuestGates** in accordance with the House Rebuilding Cost Index published by the Royal Institution of Chartered Surveyors.

Insurance Certificate: The certificate issued by **us** to signify acceptance of the **new premises** for insurance under this policy. This certificate may be endorsed to include or exclude specified items from cover by **us**. If **you** do not have copies of this certificate please contact **Checkmate**, via the Contact Information section of this policy document.

Liquidation: The winding up of a business whether voluntary or compulsory to repay its secured and unsecured creditors from the sale of its assets. This does not include businesses which are in receivership, administration or administrative receivership.

Major Physical Damage: A material difference in the physical condition of a load bearing element of the **new premises** from its intended physical condition which adversely affects its structural stability. Damp and/or water penetration through the envelope of the building.

Maximum Liability: Part 1 and Part 2: **Our** maximum liability in respect of all claims under Parts 1 and 2 of the policy in respect of the **new premises** shall not exceed the insured value of the **new premises** as set out in the **insurance certificate** subject to a maximum of £25 million. Where there are multiple **new premises** in a **continuous structure our** maximum liability for all claims under Parts 1 and 2 of the policy in respect of such **continuous structure** shall not exceed its insured value as set out in the **insurance certificate** subject to a maximum of £25 million. Part 3: **Our** maximum liability in respect of all claims under part 3 of the policy shall not exceed the insured value of the **new premises** as set out in the **insurance certificate** subject to a **maximum liability** of £20 million for all claims relating to the **site**. Where there are multiple **new premises** in a **continuous structure our** maximum liability for all claims under Part 3 of the policy in respect of such **continuous structure** shall not exceed its insured value as set out in the **insurance certificate** subject to a maximum of £20 million for all claims relating to the **site**.

Our maximum liability for all claims under this policy together with any/all other policies and/or policy types issued by **Checkmate** on this **Site**, in the aggregate, shall in no case exceed £25 million except for claims in connection with **Contamination** when the maximum amount payable shall not exceed £20 million.

Maximum Aggregate Liability: **Our maximum aggregate liability** under this policy for all claims shall in no case exceed £25 million, except in Part 3 where **our maximum aggregate liability** shall in no case exceed £20 million.

New premises: The property described in the **insurance certificate**. The new premises is: The new property or conversion described in the **insurance certificate**, including any:

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- a) retaining or boundary wall but only where they form part of or provide support to the structure of the dwelling, and
- b) newly constructed underground drainage systems installed by the **developer** including: newly constructed pipes, channels, gullies and inspection chambers within the property described in the **insurance certificate** for which the **owner** is responsible, and any security or surveillance systems installed by the **developer**, and
- c) in a conversion, the existing structure now forming the foundations, walls, floors and or roof.
- d) **common parts**

Note: Retaining or boundary walls not forming part of or providing support to the structure are only part of the new premises where they have been included by **us** and appear as an endorsement on the **insurance certificate**.

The new premises is not: barns, stables, conservatories, swimming pools, swimming pool enclosures, lifts, escalators, bin stores, cycle stores, other out-buildings whether detached or attached from/to the new premises, temporary structures, other permanent outbuildings, gardens and landscaping, garden and landscaping structures shelters and sheds, paths, driveways, access roads, car parking areas, supply pipes and cables, patios, fences, boundary and retaining walls, appliances, plant, electronic keys, contents, original structures and services, basements, semi basements, other items specifically excluded or not included in items a) to c) above, any cesspools, septic tanks, treatment plants, outfalls, soakaways, pumping equipment, and associated equipment and any other items not within the legal boundary of the new premises or any work not carried out by or on behalf of the **developer**.

Original specification: The specification used to construct the **new premises** up until the **effective date**.

Owner/You/Your: The person/s having a freehold or leasehold interest in the **new premises** for the time being for the duration of the policy.

QuestGates: QuestGates Ltd – the claims handling agent appointed by **Us**.

Requirements: The requirements contained within the technical manual issued by **Checkmate** and in force at the time when the appropriate "notice to build" in respect of the **new premises** was deposited with the local authority for the purposes of the **Building Regulations**. For the avoidance of doubt, requirements is not to be taken to include Planning Authority conditions. As a guide **you** can obtain a copy of the current requirements by contacting **Checkmate** or at www.checkmate.uk.com

Site: The area within the boundary of the development registered with **Checkmate** and of which the **new premises** is a part.

We/Our/Us: HDI Global Specialty SE.

Your land: the ground that surrounds the **new premises** and did so at the time the **new premises** was built.

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Additional Definitions & Conditions which apply to Part 5 Only

Owner: The person/s having a freehold, or leasehold interest in the **new premises** at the time the claim is made under this policy and who rents the **new premises** to a tenant under a formal tenancy agreement.

Unfit for use: Only where a claim has been accepted under the terms of this policy and the **new premises** is unusable or unsafe due to any of the following being present in the **new premises**:

- Structural instability
 - Dampness prejudicial to health
 - Exposure to deleterious materials prejudicial to health.
 - Failure in the supply of drinking water
 - Failure of the foul water disposal
- or
- Dirt and dust from remedial works rendering the main areas of the **new premises** unsafe.
 - Where originally fitted the removal of all sanitary or washing and bathing or kitchen facilities from the **new premises** due either to cause of the claim accepted by **us** under this policy or in order to allow for remedial works connected to such claim.

Only **we** have the authority to determine whether the **owner** or the tenant is required to vacate the **new premises**.

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Commercial Warranty Policy

The Insurance

Part 1 – The first two years after the new premises have been built

Subject to the Conditions on pages 17 and 18, any endorsements on the **certificate** and where Part 1 is shown in the schedule on the **certificate**, the following is the insurance cover available to **you** during the first two years after the **effective date** on the **certificate**, or one year after the **effective date** on the **certificate** if the **new premises** is a conversion:

1. For two years after the **effective date** where the **owner** has made a request in writing that the **developer** meet one or more of the costs listed at 1.1 to 1.2 and the **developer** refuses to meet such costs or carry out appropriate repairs due to bankruptcy or is in **liquidation we** will pay:
 - 1.1 The reasonable cost of repairing or rectifying **major physical damage** to the **new premises** which is caused by a failure by the **developer** to comply with the **requirements** in the construction of the **new premises**.
 - 1.2 The reasonable cost of professional fees incurred in connection with **your** claim, provided that **you** have first obtained **QuestGates'** written consent to such costs being incurred.

Policy exclusions

What **we** will not pay under Part 1

- Any claim reported for the first time to the **developer** or to **QuestGates** two years after the **effective date**
- Claims for anything that is not part of the **new premises**
- Anything excluded by endorsement on the **insurance certificate**
- Claims for any loss that is caused by anything other than the failure by the **developer** to build to the **requirements**
- Any repair that exceeds the **original specification** for the **new premises**
- Any sum that exceeds **our maximum liability** subject to **our maximum aggregate liability** under the policy
- Any loss resulting from flooding or a change in the water table level, including water logging of parking or landscaped areas
- Any sum in connection with death, injury to the body or mental health, loss of enjoyment, use, income, business interruption, business opportunity, sales opportunity, or inconvenience, stress or any other consequential or financial loss of any description
- Any sum above **your** proportional share of the reasonable cost of repairing **major physical damage to common parts**
- Any claim or contribution to a claim where cover is available under another insurance policy, or where some other form of compensation or damages is available to **you**
- Any loss or damage caused by pollution, contamination or ionising radiation, except claims covered by Part 3
- Any reduction in value of the **new premises**

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- Sums in connection with or caused to or by the presence of a swimming pool, lift or lift shaft, escalator, or associated plant and equipment
- Any loss caused by storm force conditions
- Claims for the prevention of, or any loss caused by, surface condensation or any other form of condensation
- Claims in respect of dampness or the presence of water in any part of a garage (whether detached or integral) or in any non—habitable parts of the **new premises** which are below or partially below ground level such as but not limited to: store rooms, plant rooms, gyms, kitchens, utility rooms and cloakrooms
- Any sums in respect of the **excess**
- Claims for wear, tear, neglect, lack of maintenance, scratching, chipping, staining, fading, efflorescence, changes in colour, opacity or texture
- Any loss in connection with a security or surveillance system
- Any loss due to or arising from any alteration, modification or addition to the **new premises** after the date of the **insurance certificate**
- Anything for which a sum of money has been withheld from the purchase price
- Any costs that have been taken into account by the **developer** or by **us** in connection with a claim from a previous **owner**
- Anything that you knew about when you purchased the **new premises** or the land on which it stands including any items mentioned in a pre purchase report or survey
- Claims by any person(s) other than the **owner**
- Any claim where we have not issued a valid **insurance certificate**

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Commercial Warranty Policy

The Insurance

Part 2 – Years two to ten after the new premises have been built

Subject to the Conditions on pages 17 and 18, any endorsements on the **certificate** and where Part 1 is shown in the schedule on the **certificate**, the following is the insurance cover available to **you** from two years after the **effective date** until the tenth anniversary of the **effective date**

2. From two years after the **effective date** on the certificate until the tenth anniversary of the **effective date**, the reasonable cost of repairing or rectifying **major physical damage** to the **new premises** which is caused by a failure by the **developer** to comply with the **requirements** in the construction of the **new premises**.
- 2.1 The reasonable cost of professional fees incurred in connection with **your** claim, provided that **you** have first obtained **QuestGates'** written consent to such costs being incurred.

Policy exclusions

What **we** will not pay under Part 2

- Claims for anything that is not part of the **new premises**
- Anything excluded by **endorsement** on the **insurance certificate**
- Claims for any loss that is caused by anything other than the failure by the **developer** to build to the **requirements**
- Claims for any loss that is caused by the negligence or neglect of the **developer**
- Any repair that exceeds the **original specification** for the **new premises**
- Any sum that exceeds **our maximum liability** subject to **our maximum aggregate liability** under the policy
- Any loss resulting from flooding or a change in the water table level, including water logging of parking or landscaped areas
- Any sum in connection with death, injury to the body or mental health, loss of enjoyment, use, income, business interruption, business opportunity, sales opportunity, or inconvenience, stress or any other consequential or financial loss of any description
- Any sum above your proportional share of the reasonable cost of repairing **major physical damage to common parts**
- Any claim or contribution to a claim where cover is available under another insurance policy, or where some other form of compensation or damages is available to **you**
- Any loss or damage caused by pollution, contamination or ionising radiation, except claims covered by Part 3
- Any reduction in value of the **new premises**
- Sums in connection with or caused to or by the presence of a swimming pool, lift or lift shaft, escalator, or associated plant and equipment
- Any loss caused by storm force conditions
- Claims for the prevention of, or any loss caused by, surface condensation or any other

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form of condensation

- Claims in respect of dampness or the presence of water in any part of a garage (whether detached or integral) or in any non—habitable parts of the **new premises** which are below or partially below ground level such as but not limited to: store rooms, plant rooms, gyms, kitchens, utility rooms and cloakrooms
- Any sums in respect of the **excess**
- Claims for wear, tear, neglect, lack of maintenance, scratching, chipping, staining, fading, efflorescence, changes in colour, opacity or texture
- Any loss in connection with a security or surveillance system
- Any loss due to or arising from any alteration, modification or addition to the **new premises** after the date shown on the **insurance certificate**
- Anything for which a sum of money has been withheld from a contract sum or purchase price
- Any costs that have been taken into account by **us** in connection with a claim from a previous **owner**
- Anything that **you** knew about when **you** purchased the **new premises** or the land on which it stands including any items mentioned in a pre purchase report or survey
- Claims by any person(s) other than the **owner**
- Any claim where **we** have not issued a valid **insurance certificate**

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Authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht and authorised and subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority. Details about the extent of our authorisation and regulation by the Financial Conduct Authority are available from us on request.

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Commercial Warranty Policy

The Insurance

Part 3 – Limited cover for contamination within your land

Subject to the Conditions on pages 17 and 18, any endorsements on the **certificate** and where Part 3 is shown in the schedule on the **certificate**, the following is the insurance cover available to **you** in addition to Part 2 above from the effective date until the tenth anniversary of the **effective date**.

3. From two years after the **effective** date on the certificate until the tenth anniversary of the **effective date**, **we** will pay:

3.1 The cost of treating, isolating or removing **contamination** on, in or under **your land** in a controlled manner and in accordance with the Statutory Notice; where a Statutory Notice has been served on **you** in relation to **contamination** that existed at **completion**.

Policy exclusions

In addition to what **we** will not pay under Part 1 and Part 2 above, under Part 3 **we** will not pay:

- Any sum exceeding our **maximum liability** under Part 3 and subject to **our maximum aggregate liability** under the policy
- Any claim in connection with **contamination**:
- Outside the boundary of the **site** or **your land**
- That migrates onto the **site** or **your land**
- That migrates from the **site** or **your land**
- Any claim for anything that was not considered to be harmful at the time the "notice to build" was deposited with the Local Authority but is later considered to be harmful
- Any claim for anything that arises out of a change in legislation or definition of **contamination** or harmful material that occurs after the date the "notice to build" was deposited with the Local Authority
- Any claim in connection with ionising radiation
- Any claim in respect of contaminants or contamination at the **site** or **your land** not identified prior to the notice to build being deposited with the local authority
- Any claim where **we** have not issued a valid **insurance certificate** endorsed to include Part 3 of this policy
- Any claim in connection with the presence of Japanese Knotweed
- Any claim by any person(s) other than the **owner**
- Any sum in respect of the **excess**

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Commercial Warranty Policy

Part 4 No longer used, left intentionally blank

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Bishop's gate 10

Commercial Warranty Policy

Optional Loss Of Rent Insurance

Part 5 Loss of Rental Income – annual cover

Subject to the Conditions on pages 17 and 18 of your Bishops Gate policy, any endorsements on the **Insurance certificate** and where this cover is shown on the **Insurance certificate** the following is the insurance cover available to the **owner**:

1. Where the tenant occupying the **new premises** at the time a claim is made that is accepted by **us** is unable to remain in the **new premises** either because they are **unfit for use** due to the damage that is the subject of the claim or due to the necessary repair works, **we** will pay to the **owner** the actual amount of the rental income lost by the **owner** following the first 1 months period that the **new premises** are unfit for occupation subject to;
 - i a maximum period of 6 months
 - or
 - ii a maximum of £50,000

whichever is the lesser amount

and

- i Subject to a total maximum amount that does not exceed the loss of rental income sum insured stated on the **certificate** but in no case more than £500,000 for a single **new premises** or all **new premises** on the development added together

Policy exclusions

In addition to what **we** will not pay under Part 1, Part 2 and Part 3 above, under Part 5 **we** will not pay:

- Claims by any person(s) other than the **owner**
- Compensation for death, injury to the body or mental health, loss of enjoyment, use, inconvenience, income other than the rental income specified in this part, business opportunity, business interruption or inconvenience, stress or any other consequential or financial loss of any description
- Any claim where **we** have not issued a valid **insurance certificate** that includes Part 5 in the schedule
- Any claim or contribution to a claim where cover is available under another insurance policy, or where some other form of compensation or damages is available.

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Commercial Warranty Policy

Conditions

The following conditions shall apply to this policy:

1. Claims notification requirements

If you become aware of anything which may give rise to a claim under the policy **you** shall as soon as reasonably possible:

- a) take all reasonable steps to prevent further loss; and
- b) give written notice to **QuestGates**, the address for notice of a claim is set out under the Contact details section of the policy; and
- c) if requested by **QuestGates** or **us** and at **your** expense, submit in writing full details of the claim and supply all reports, plans, certificates, specifications, quantities, statutory notices or other information and assistance as **we** or **QuestGates** may reasonably require to verify the claim. Where **we** subsequently accept the claim, **we** will reimburse the reasonable expenses incurred in obtaining such reports.

Our liability under the policy is conditional on **you** complying with these requirements and such due compliance is a **Condition Precedent** to **our** liability under the policy.

2. **Our** rights

Where **we** accept a claim under this policy, **we** and **our** agents shall be entitled to have reasonable access to the **new premises** and shall also be entitled to remain in occupation for as long as is necessary in order to carry out proper repairs to **our** satisfaction. For the avoidance of doubt, where reasonable access cannot be gained to the **new premises** within a reasonable period of time, no claim shall be accepted.

3. Recoveries from third parties

We are entitled to take proceedings at **our** own expense, but in **your** name, to secure compensation from any third party in respect of any claim accepted by **us** under this policy.

4. Abandonment

No property may be abandoned to **Checkmate, QuestGates** and/or **us**.

5. Fraud

If any claim under this policy is fraudulent in any respect, or if any fraudulent means or devices are used by **you**, or anyone acting on **your** behalf to obtain benefit under this policy, all benefits contained in this policy shall be forfeited.

6. Retention

Any monies retained or withheld by **you** under the terms of a contract or for any reason shall be taken into consideration and offset against any claim made under this policy. **We** shall have the option to refuse to accept any claim under this policy until a dispute over retention monies between **you** and the other party, or parties, to the contract has been settled.

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7. Notification of change of ownership

You shall notify **Checkmate** of any change of ownership of the freehold or leasehold interest in the **new premises** as soon as possible.

8. Limitation of our liability

Our liability is limited to the insurance included in this policy only. Any inspections or other risk control procedures adopted by **Checkmate** are solely for **Checkmate's** benefit and do not confirm or imply that the **new premises** is or will be free of defects or damage.

9. Governing law and jurisdiction

The parties to a contract covering a risk in the United Kingdom are entitled to choose the law applicable to the contract. Unless otherwise agreed in writing, this policy will be governed by English law and subject to the jurisdiction of the English courts.

10. Automatic Policy Expiry

This policy shall automatically expire in the event that:

- a) the **new premises** is destroyed by a cause other than that insured against in this policy; or
- b) **we** have accepted a claim under Part 1; or
- c) **we** have paid our **maximum liability**; or
- d) the policy has reached the expiry date on the **insurance certificate**

Where the policy expires there will be no refund of any premium, fees, taxes or other charges whatsoever.

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Commercial Warranty Policy

Disputes

Where a dispute arises between the **owner** of the **new premises** and the **developer**, **QuestGates** provide a service that offers advice regarding liability and extent of cover available under this policy only. This may, at **QuestGates'** sole discretion, be based on an examination of paper submissions or a physical inspection of the works in dispute or a combination of both. Any recommendations **QuestGates** make are not binding on either party, however where **QuestGates** believe policy cover applies but the **developer** refuses to do any recommended work **we** will pay the reasonable cost of rectifying or repairing the **physical damage**. Alternatively if **we** choose to **we** will pay **you** what it would cost **us** to have the work done, **we** will subtract the **excess** from any payment to **you** or from **our** cost for repairs.

Please see the Contact Information section should **you** wish to notify **QuestGates** of a dispute.

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Commercial Warranty Policy

Complaints Procedure

Complaints Procedure

Both **we** and **QuestGates** aim to provide an excellent service at all times, however, occasionally things do go wrong. **We** and **QuestGates** value the opportunity to investigate any concerns **you** may have about any aspect of the service and are committed to handling all complaints fairly, thoroughly and promptly. Many concerns can be resolved straight away, therefore in the first instance please get in touch with **QuestGates** and **QuestGates** will generally be able to provide **you** with an immediate response to **your** query. If **you** wish to register a complaint, please notify **QuestGates**, either in writing to **QuestGates**, Fold Point, Bolton, Greater Manchester, BL1 2RZ; or by email to checkmate@questgates.co.uk or telephone 01204 860427 or Out of Hours telephone 0121 411 0535. If **we** or **QuestGates** cannot resolve **your** complaint straight away, **we** or **QuestGates** will acknowledge its receipt promptly and arrange for a manager to investigate the matter and provide **you** with a response. If **you** are not happy with the way **your** complaint has been handled **you** may be eligible to refer the matter to the Financial Ombudsman Service (FOS). **You** can take **your** complaint to the FOS if:

- a) **we** or **QuestGates** have sent **you our/ QuestGates'** final written response to **your** complaint and **you** are still unhappy; or
- b) **we** or **QuestGates** have had at least eight weeks since the receipt of **your** complaint but have not sent **you our/ QuestGates'** final written response, and;
- c) **you** are a consumer (a person acting for purposes outside their trade, business or profession); or a micro-enterprise (a business which employs fewer than 10 persons and has a turnover or annual balance sheet not exceeding €2 million); or a charity which has an annual income of less than £1 million; or a trustee of a trust which has a net asset value of less than £1 million.

You can contact the FOS as follows:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Telephone number: 0800 023 4567
Email: complaint.info@financial-ombudsman.org.uk
Website www.financial-ombudsman.org.uk

Financial Services Compensation Scheme [FSCS]

In the event of the failure of a UK insurance intermediary or insurance company, **you** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). HDI Global Specialty SE is covered by the FSCS. For Claims arising from non-compulsory classes of insurance (including Castle 10), compensation is available for 90% of a claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS at www.fscs.org.uk or by phoning 0800 6781100 or by writing to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

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Commercial Warranty Policy

Contact Information

For Claims Notification/Handling:

QuestGates Ltd
Folds Point
Bolton
Greater Manchester
BL1 2RZ

01204 860427
Out of Hours telephone 0121 411 0535

checkmate@questgates.co.uk

www.questgates.co.uk

For Policy Administration:

checkmate.uk.com is a division of:
Lockton Companies LLP
The St Botolph Building
138 Houndsditch
London
EC3A 7AG

020 7933 2626

team@checkmate.uk.com

www.checkmate.uk.com

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APPENDIX [1]

Your personal information notice

Who is Checkmate.uk.com?

Checkmate.uk.com is a division of Lockton Companies LLP ("**Checkmate**").

Checkmate provides new home and building warranty insurance acting as agent of HDI Global Specialty SE, under delegated authority granted to **Checkmate** by HDI Global Specialty SE. This means that **Checkmate** has been given authority by HDI Global Specialty SE to perform a range of services on its behalf. In providing these services, **Checkmate** is a "data controller".

The basics

Checkmate and/or **QuestGates** collects and uses relevant information about **you** during the provision of its services, including (as applicable) arranging the insurance cover from which **you** benefit or managing **your** claims, and to meet **Checkmate's** and/or **QuestGates'** legal obligations.

This information includes details such as **your** name, address and contact details and any other information that **Checkmate** and/or **QuestGates** collects about **you** during the provision of its services.

In certain circumstances, **Checkmate** and/or **QuestGates** may need **your** consent to process certain categories of information about **you**. Where **Checkmate** and/or **QuestGates** needs **your** consent, **Checkmate** and/or **QuestGates** will ask **you** for it separately. **You** do not have to give **your** consent and **you** may withdraw **your** consent at any time. However, if **you** do not give do not give **your** consent, or **you** withdraw **your** consent, this may affect **Checkmate's** and/or **QuestGates'** ability to provide its services, including (as applicable) arranging the insurance cover from which **you** benefit and may prevent **Checkmate** and/or **QuestGates** from providing cover for **you** or managing **your** claims.

The way insurance works means that **your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **Checkmate** and/or **QuestGates** will only disclose **your** personal information in connection with the provision of its services and to the extent required or permitted by law.

Other people's details you provide to **Checkmate** and/or **QuestGates**

Where **you** provide **Checkmate** and/or **QuestGates** with details about other people, **you** must provide this notice to them.

Want more details?

For more information about how **Checkmate** and/or **QuestGates** uses **your** personal information please see **Checkmate's** full privacy notice, which is available online on **Checkmate's** website (www.checkmate.uk.com) or in formats on request. **QuestGates'** full privacy notice, which is available online on **QuestGates'** website (<https://www.guestgates.co.uk/privacy-policy/>) or in formats on request.

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Checkmate and/or **QuestGates** will process **your** details, as well as any other personal information provided to **Checkmate** and/or **QuestGates** during the provision of its services, in accordance with its full privacy notice and applicable data protection laws.

Contacting **Checkmate** and/or **QuestGates** and **your** rights

You have rights in relation to the information **Checkmate** and/or **QuestGates** holds about **you**, including the right to access **your** information. If **you** wish to exercise **your** rights, discuss how **Checkmate** and/or **QuestGates** uses **your** information or request a copy of **Checkmate's** and/or **QuestGates** full privacy notice, please contact:

For **Checkmate's** Data Protection Manager at:

Checkmate.uk.com, a division of Lockton Companies LLP
The St Botolph Building
138 Houndsditch
London
EC3A 7AG
Email: dataprotection@uk.lockton.com
Tel: 020 7933 0000

For **QuestGates'** Data Protection Manager at:

Data Protection Officer, QuestGates Ltd
Folds Point
Bolton
Greater Manchester
BL1 2RZ
Email: checkmate@questgates.co.uk
Tel: 01204 860427

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