

CHECKMATE



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Knight 10

Build to Contract Warranty Policy

This policy is administered by checkmate.uk.com. checkmate.uk.com is a division of Lockton Companies LLP who is registered in England, number OC353198, whose registered address is The St Botolph Building, 138 Houndsditch, London, EC3A 7AG. Lockton Companies LLP are Authorised and Regulated by the Financial Conduct Authority - 523069

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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Build to Contract Warranty Policy

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Build to Contract Warranty Policy

Introduction

Welcome to **your** checkmate.uk.com **new home** warranty policy. Problems with **new homes** are rare but if **you** should need this insurance it is important that **you** understand what is and what is not covered. The policy should be accompanied by an **insurance certificate** and is not valid without one. **You** will need to read the policy wording, the definitions and conditions, the **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 **certificate**, the policy protects **you** if **your contractor** goes into **liquidation** or is made bankrupt against the repair of certain types of **major physical damage** caused by a failure by the **contractor** to meet the **requirements** in respect of the **new home** in the first two years. If the **contractor** is not in **liquidation** or has not been made bankrupt, but nonetheless unreasonably refuses to meet its repair obligations within a reasonable period, **QuestGates** will help to resolve a dispute between **you** and the **contractor** by giving advice about the extent of cover available under the policy and the **contractor's** responsibility to rectify damage caused by defects. If **QuestGates** advise that repairs are covered by the policy but the **contractor** unreasonably refuses to carry out the work within a reasonable period, **we** will pay for the work to be completed. After the first two years and until ten years after the **effective date** on the **insurance certificate**, **we** will cover the repair of **major physical damage** caused by a failure by the **contractor** to meet the **requirements** in respect of the **new home**.

There are exclusions which apply to this policy. Please read and ensure **you** understand all exclusions which are listed on pages 8, 12, 13, 14, 15 & 16.

This policy is an agreement, the insurance contract, between **you**, the **buyer**, and **us**, entered into by the **contractor** on **your** behalf. It is based on the details provided to **us** by the **contractor** and by **you** if you are the first **buyer**. 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 & 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 8 under "Definitions" and appear throughout the policy in bold type.

You may only claim under this policy whilst **you** are the current **buyer**. **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 home**.

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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Build to Contract 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.

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.

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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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Build to Contract Warranty Policy

You Rights To Cancel This Policy

You have the right to cancel this policy, however, **we** or **Checkmate** are unable to return to **you** any premium, fees, taxes or other charges paid to **us** or **Checkmate**. Before **you** decide to cancel the insurance it is important to check with **your** mortgage lender that **you** will not breach any conditions of **your** loan. Even if **you** do not require a mortgage **you** may also want to consider whether cancellation could affect the ability of any subsequent **buyer** to obtain a mortgage. If the **new home** is a flat or apartment or shares any **common parts** with another **new home** 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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Build to Contract 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 home** 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.

Buyer/You/Your: The person/s having a freehold, commonhold, leasehold or tenancy interest in the **new home** for the time being for the duration of the policy or any mortgagee in possession excluding the **contractor**, directors, partners, and their relatives and associated companies, and all those involved with or having an interest in the construction of the **new home**.

For claims under Parts 1.1 and 2.1 of this policy only, where the **new home** is leasehold and the person/s with the freehold interest in the **new home** is the **contractor** and/ or associated company, this **contractor** exclusion does not apply and the leaseholder of the **new home** is entitled to claim.

Certificate: The **insurance certificate**. If **you** do not have copies of this certificate please contact **Checkmate**, via the Contact Information section of this policy document.

Checkmate: Lockton Companies LLP – checkmate.uk.com

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

Completion: The date on which **Checkmate** carried out an inspection confirming that for the purposes of this insurance the **new home** 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.

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

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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.

Contractor: The person or company named in the **certificate** from whom the first **buyer** acquires the **new home** and/or who undertakes the work of building the **new home** for the **buyer** under a building contract.

Contract Sum: The amount declared to us by **you** or the **contractor** and which represents the full cost to construct the **new home** to the **original specification** in the building contract between **you** and the **contractor**.

Conversion: Where the **new home** includes all or part of an existing structure, regardless as to whether that structure was originally intended to be used as a dwelling or not.

Effective Date: The date stated to be the effective date of the cover provided by this insurance policy 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 in the **New Home**. For a claim affecting the **Common Parts** the excess is applied per item of claim and multiplied by the number of **New Homes** within the **Continuous Structure** in which the **Common Parts** are located.

Home Condition Report: The report may be included as part of the Home Information Pack, or any pre purchase survey report.

Indexed: Increased from January of the year of the **effective date** to the date a claim is reported to **Checkmate** 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 home** for insurance under this policy. This **certificate** may be endorsed to include or exclude specified items from cover by **us**.

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.

Maximum Liability: Our maximum liability in respect of all claims under Parts 1 and 2 of this policy is as follows: (a) for a **new home** which is entirely detached, the **contract sum** declared to us, subject to a maximum of £25 million; (b) for a **new home** which is part of a **continuous structure**, the maximum amount payable in respect of the **new home** shall be the **contract sum** declared to us subject to a maximum of £25 million. Where the combined value of all **new homes** within a **continuous structure** exceeds £25 million, the total amount payable by **us** in respect of all claims in relation to the **new homes** and the **continuous structure** shall not exceed £25 million. In Part 3 **our** maximum liability in respect of all claims under Part 3 of this policy is as follows: (a) for a **new home** which is entirely detached, the **contract sum** declared to **us**, subject to a maximum of £20 million in

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respect of the **site**; (b) for a **new home** which is part of a **continuous structure** or forms part of a **site**, the maximum amount payable in respect of the **new home** shall be the **contract sum** declared to **us** subject to a maximum of £20 million. Where the combined value of all **new homes** within a **continuous structure** or on a **site** exceeds £20 million, the total amount payable in respect of all claims in relation to the **new homes**, the **site** and the **continuous structure** shall not exceed £20 million.

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.

Major Physical Damage: A material change in the physical condition of a load bearing element of the **new home** from its intended physical condition which adversely affects its structural stability or resistance to damp and water penetration.

New Home: The property described in the **insurance certificate** including any: a) attached or integral garage, and d) drives and paths giving access to the main and second entrance door, and c) retaining or boundary wall but only where they form part of or provide support to the structure of the dwelling, and d) newly constructed underground drainage systems installed by the **contractor** including: newly constructed pipes, channels, gullies and inspection chambers within the property described in the **insurance certificate** for which the **buyer** is responsible, and e) any security or surveillance systems installed by the **contractor**, f) in a **conversion** the existing structure of the new home forming the foundations, walls, floors and roof and g) **common parts**. Note: Footpaths and retaining or boundary walls not forming part of or providing support to the structure of the dwelling are only part of the new home where they have been included by **us** by an appropriate endorsement on the **insurance certificate**.

New Home: The property described in the **insurance certificate**. The new home is: The new property or conversion described in the **insurance certificate**, including any: a) attached or integral garage, and b) drives and paths giving access to the main and second entrance door, and c) retaining or boundary wall but only where they form part of or provide support to the structure of the dwelling, and d) newly constructed underground drainage systems installed by the **contractor** including: newly constructed pipes, channels, gullies and inspection chambers within the property described in the **insurance certificate** for which the **buyer** is responsible, and e) any security or surveillance systems installed by the **contractor**, and f) in a conversion, the existing structure of the home forming the foundations, walls, floors and roof. Note: Footpaths and retaining or boundary walls not forming part of or providing support to the structure of the dwelling are only part of the new home where they have been included by **us** by an appropriate endorsement on the **insurance certificate**.

The new home is NOT: barns, stables, conservatories, decorative flooring (including but not limited to laminates, carpets, tiles, parquet etc), swimming pools, swimming pool enclosures, lifts, escalators, bin stores, cycle stores, other out-buildings whether detached or attached from/to the new home, temporary structures, gardens, garden structures and sheds, paths, driveways, access roads, supply pipes and cables, patios, fences, boundary and retaining walls, household appliances, electronic keys, contents, original structures and services, other items specifically excluded or not included in items a) to g) above, any treatment plants,

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cesspools and septic tanks, outfalls, soakaways, pumping equipment, and associated equipment and any other items not within the legal boundary of the new home or any work not carried out by or on behalf of the **contractor** and not part of the purchase contract with the first **buyer**. The new home does not include: basements or semi-basements unless shown for residing or sleeping purposes in plans deposited with the local planning authority before the **effective date** shown on the **insurance certificate**.

Where the following were part of the original planning application for the new home; were built at the same time as the new home by the **contractor**; meet our **requirements**, achieve **Building Regulations**, possess a valid test certificate where appropriate and are shown on the **insurance certificate** as included by endorsement, they are deemed to form part of the new home: detached garages and other permanent outbuildings.

Original Specification: The specification the **contractor** used to construct the **new home** up until the date shown on the **insurance certificate**.

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 home** was deposited with the local authority or approved inspector 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.uk.com at www.checkmate.uk.com

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

We/Our/Us: HDI Global Specialty SE.

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

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Build to Contract Warranty Policy

The Insurance

Part 1 – The first two years after the home is 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**

1. For two years after the **effective date**, where the **buyer** has made a request in writing that the **contractor** meet one or more of the costs listed at Sections 1.1 to 1.3 below, and the **contractor** refuses to meet such costs or to carry out repairs, as appropriate or is in **liquidation** or is made bankrupt **we** will pay:

1.1 The reasonable cost of rectifying or repairing **major physical damage** caused by the **contractor's** failure to comply with the **requirements** in the construction of the **new home**

1.2 The reasonable cost of alternative accommodation where the **new home** is not fit for habitation as a result of the carrying out of remedial works by **us** covered under the terms of this policy provided that **you** have first obtained **QuestGates'** written consent to such costs being incurred and subject to a maximum of £6000 in any event.

1.3 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 exclusion

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

- Any claim reported for the first time to the **contractor** or to **QuestGates** more than two years after the **effective date**
- Claims for anything that is not part of the **new home**
- Anything excluded by endorsement on the **insurance certificate**
- Claims for any loss that is caused by anything other than the failure by the **contractor** to build to the **requirements**
- Any repair that exceeds the **original specification** for the **new home**
- Any sum that exceeds **our maximum liability**
- Any loss resulting from flooding or a change in the water table level, including water logging of gardens
- Any sum in connection with death, injury to the body or mental health, loss of enjoyment, use, income, business opportunity, sales opportunity, or inconvenience, stress or any other consequential or financial loss of any description
- 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 home**

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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 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 home** which are below or partially below ground level such as but not limited to: store rooms, plant rooms, cinemas, gyms, utility rooms and cloakrooms
- Any sums in respect of the **excess**
- Claims by any person(s) other than the **buyer**
- Any claim where we have not issued a valid **insurance certificate**
- Claims for wear, tear, neglect, lack of maintenance, scratching, chipping, staining, fading, efflorescence, changes in colour, opacity or texture
- Reinstatement of any areas not directly affected by **major physical damage**
- Any loss due to or arising from any alteration, modification or addition to the **new home** after the date of issue of the **insurance certificate**
- Anything for which a sum of money has been withheld from the **contract sum**
- Any costs that have been taken into account by the **contractor** or by **us** in connection with a claim from a previous **buyer**
- Anything that **you** knew about, or which **you** could have reasonably been expected to know about, when **you** purchased the **new home** including any items mentioned in a **Home Condition Report** or any other form of survey

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Build to Contract Warranty Policy

The Insurance

Part 2 – Years three to ten after the home is built

Subject to the Conditions on pages 17 and 18, any endorsements on the **certificate** and where Part 2 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 the start of the third year after the **effective date** until the tenth anniversary of the **effective date** we will pay:

2.1 The reasonable cost of rectifying or repairing **major physical damage** which is caused by a failure by the **contractor** to comply with the **requirements** in the construction of the **new home**

2.2 The reasonable cost of alternative accommodation where the **new home** is not fit for habitation as a result of the carrying out of remedial works by **us** covered under the terms of this policy provided that **you** have first obtained **QuestGates'** written consent to such costs being incurred and subject to a maximum of £6000 in any event.

2.3 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

- Any claim that could reasonably have been reported in writing to the **contractor** or to **QuestGates** within Part Two of the policy but was not reported to the **contractor** or to **QuestGates**
- Claims for anything that is not part of the **new home**
- Anything excluded by endorsement on the **insurance certificate**
- Claims for any loss that is caused by anything other than the failure by the **contractor** to build to the **requirements**
- Any repair that exceeds the **original specification** for the **new home**
- Reinstatement of any areas not directly affected by **major physical damage**
- Any sum that exceeds **our maximum liability**
- Any loss resulting from flooding or a change in the water table level, including water logging of gardens
- Any sum in connection with death, injury to the body or mental health, loss of enjoyment, use, income, business opportunity, sales opportunity or inconvenience, stress or any other consequential or financial loss of any description
- 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**

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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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- Any loss or damage caused by pollution, contamination or ionising radiation, except claims covered by Part 3
- Any reduction in value of the **new home**
- 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 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 home** which are below or partially below ground level such as but not limited to: store rooms, plant rooms, cinemas, gyms, utility rooms and cloakrooms
- Any sums in respect of the **excess**
- Claims by any person(s) other than the **buyer**
- Claims for wear, tear, neglect, lack of maintenance, scratching, chipping, staining, fading, efflorescence, changes in colour, opacity or texture
- Any loss due to or arising from any alteration, modification or addition to the **new home** after the date shown on the **insurance certificate**
- Anything for which a sum of money has been withheld from the **contract sum**
- Any costs that have been taken into account by the **contractor** or by **us** in connection with a claim from a previous **buyer**
- Anything that **you** knew about, or could have reasonable been expected to know about, when **you** purchased the **new home** including any items mentioned in a **Home Condition Report** or any other form of survey

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Build to Contract 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 two years after the **effective date** until the tenth anniversary of the **effective date**

3. From the start of the third year after the **effective date** 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 you reasonably believe a Statutory Notice could be served on **you** in relation to **contamination** that existed at **completion**.

3.2 The reasonable cost of alternative accommodation where the **new home** is not fit for habitation as a result of the carrying out of remedial works by **us** covered under the terms of this policy provided that **you** have first obtained **QuestGates'** written consent to such costs being incurred and subject to a maximum of £6000 in any event.

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**
- Any sum in connection with **contamination**;
 - outside the boundary of the **site** or **your land**
 - that migrates onto the **site** or **you land**
 - that migrates from the **site** or **your land**
 - that was not considered to be harmful at the time of **completion** but is later considered to be harmful
- Any sum for anything that arises out of a change in legislation or definition of **contamination** or harmful material that occurs after the of **completion**
- Any sum in connection with ionising radiation
- Any sum in connection with the presence of Japanese Knotweed
- Any sum where **we** have not issued a valid **insurance certificate**
- Claims by any person(s) other than the **buyer**
- Any sum in respect of the **excess**

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Build to Contract 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) where Part 2 applies, ensure written notice has been given to the **developer**
- c) give written notice to **QuestGates**; and
- d) 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; and
- e) provide to **QuestGates** or **us** professional reports at **your** expense to verify the claim where it relates to the performance of central heating, sound insulation, squeaking floors. 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 the **developer** and **our** agents shall be entitled to have reasonable access to the **new home** 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 home** within a reasonable period of time, no claim shall be accepted by **us**.

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 insurance 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.

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6. Retention

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

7. Notification of change of ownership

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

8. Limitation of **our** liability

Our liability is limited to the insurance included in this policy only or as altered by endorsement. Any **site** inspections, digital images or other risk selection, risk control or risk management procedures adopted by **Checkmate** are solely for **Checkmate's** benefit and do not confirm or imply that the **new home** is or will be free of **defects** or **physical damage**, **major physical damage** or damage of any other kind.

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 home** 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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Build to Contract Warranty Policy

Disputes

Where a dispute arises between the **buyer** of the **new home** and the **contractor**, **QuestGates** provide a service that offers advice regarding liability and extent of cover available under this warranty 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 **contractor** 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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Build to Contract 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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Build to Contract 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