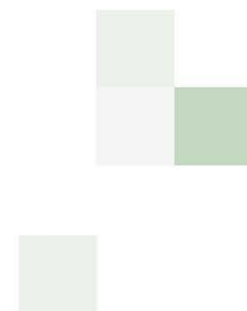


checkmate.uk.com



Castle 10

Castle 10 is your straight forward
new home warranty policy



Everyone's home is their castle

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 Services Authority - 523069

This policy is underwritten by AmTrust Europe Limited Market Square House, St James's Street, Nottingham NG1 6FG Reg No. 1229676
V11 042011

Castle 10

New Home Warranty Policy

Contents

Introduction	3
Data Protection	4
Your Rights To Cancel This Policy	5
Definitions	6
The Insurance	
Part 1 – Whilst the home is being built	10
Part 2 – The first two years after the home is built	11
Part 3 – Years three to ten after the home is built	13
Part 4 – Limited cover for contamination within your land	15
Part 5 – Annual renewable cover after year ten	16
Conditions	18
Disputes	20
Complaints Procedure	21
Contact Information	23

Castle 10

New Home 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 a **building period certificate** or **insurance certificate**, or both as appropriate, and is not valid without them. **You** will need to read the policy wording, the definitions and conditions, the **certificates** and any endorsements printed on them carefully for the full details of cover.

By way of summary, and subject to the conditions and any endorsements printed on the **certificates**, the policy protects **you** if **your developer** goes into **liquidation** or is made bankrupt against the loss of contract exchange deposit and the repair of certain types of **physical damage** caused by a failure by the **developer** to meet the **requirements** in respect of the **new home** in the first two years. If the **developer** is not in **liquidation** or has not been made bankrupt, but nonetheless unreasonably refuses to meet its repair obligations within a reasonable period, **we** will help to resolve a dispute between **you** and the **developer** by giving advice about the extent of cover available under the policy and the **developer's** responsibility to rectify damage caused by defects. If **we** advise that repairs are covered by the policy but the **developer** 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 **developer** to meet the **requirements** in respect of the **new home**.

This policy is an agreement, the insurance contract, between **you**, the **buyer**, and **us** (checkmate.uk.com), entered into by the **developer** on **your** behalf. It is based on the details provided to **us** by the **developer** and by **you** if **you** are the **first buyer**. If any of those details change **you** must let **us** know as soon as possible, otherwise it may invalidate the insurance.

The conditions that apply to all parts of this policy are listed on page 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 6 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 19).

Castle 10

New Home Warranty Policy

Data Protection

checkmate.uk.com holds data in accordance with the Data Protection Act 1998. It may be necessary for **us** to pass data to other organisations that supply products and services associated with this contract of insurance. In order to verify information, or to prevent and detect fraud, **we** may share information **you** give us with other organisations and public bodies, including the Police, accessing and updating various databases. If **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this and the information will be available to other organisations that have access to the database(s). **We** can supply details of the databases **we** access or contribute to, on request.

Castle 10

New Home Warranty Policy

You Rights To Cancel This Policy

You have the right to cancel this policy, however, **we** are unable to return to **you** any premium, fees, taxes or other charges paid to **us**. 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.

Castle 10

New Home Warranty Policy

Definitions

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

Building Period Certificate: The **certificate** issued by us when the **new home** has been registered with us prior to **completion**. By issuing this **certificate** we are confirming that cover under Part 1 of the policy is in place. Cover under the remaining sections of the policy is not in place until **we** have issued the **insurance certificate**.

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 **developer**, builder, directors, partners, and their relatives and associated companies, and all those involved with or having an interest in the construction or sale of the **new home**.

Certificate: The **building period certificate** and the **insurance certificate**. If **you** do not have copies of these certificates please contact **us**, via the Contact Information section of this policy document.

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 **we** carried out an inspection which resulted in **us** issuing an **insurance certificate**.

Contamination: Substances on, in or under the ground that were known to be present on the **site** at the date of **completion** and have not been treated, isolated or removed.

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(s).

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.

Developer: The person or firm or company named in the **certificates** from whom the **first buyer** acquires the **new home** or who undertakes the work of building the **new home** for the **buyer**.

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 Services Authority - 523069

This policy is underwritten by AmTrust Europe Limited Market Square House, St James's Street, Nottingham NG1 6FG Reg No. 1229676
V11 042011

Effective Date: Whichever is the later of: a) The date of exchange of contracts with the **first buyer** as shown in the new home conveyance documents, or where appropriate, the equivalent date in Northern Ireland (the date the **buyer's** offer is accepted by the vendor) or Scotland (the completion of missives); or b) The date stated to be the effective date of the cover provided by this insurance policy on the **insurance certificate**. Where the **new home** is occupied by a person other than the **first buyer** prior to a); the effective date is the date that stated 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**.

Excessive Sound Transmission: Sound transmission between dwellings that exceeds the sound reduction requirements of the **Building Regulations** that apply to the **new home**, or in the case of a conversion of an historic building the sound reduction specified in the "test and declare" certificate.

First Buyer: The buyer who purchased the **new home** from the **developer**.

Home Condition Report: The report may be included as part of a 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 **us** 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: Parts 2, 3 and 5 **our** maximum liability in respect of all claims under Parts 2 and 3 of this policy is as follows: (a) for a **new home** which is entirely detached, the purchase price 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 purchase price 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. Part 4, **our** maximum liability in respect of all claims under Part 4 of this policy is as follows: (a) for a **new home** which is entirely detached, the purchase price declared to **us**, subject to a maximum of £20 million in 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 purchase price 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.

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 **building period certificate** and/or the **insurance certificate**. The new home is: The new property or conversion described in the **building period certificate** and/or the **insurance certificate**, including any: a) **common parts**, and b) attached or integral garage, and c) drives and paths giving access to the main and second entrance door, and d) retaining or boundary wall but only where they form part of or provide support to the structure of the dwelling, and e) 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 **buyer** is responsible, and f) any security or surveillance systems installed by the **developer**, and g) 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**.

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

The new home is NOT: barns, stables, conservatories, decorative flooring including laminates, carpets, tiles, parquet etc, swimming pools, swimming pool enclosures, lifts, escalators, 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, outfalls, soakaways, pumping equipment, and associated equipment and any other items not within the legal boundary of the new home or **common parts** or any work not carried out by or on behalf of the **developer** 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** printed on the **building period certificate**.

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

Physical Damage: A material change in the physical condition of the **new home** from its intended physical condition. For the avoidance of doubt, physical damage includes **major physical damage**.

Requirements: The requirements contained within the technical manual issued by **us** 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 **us** and of which the **new home** is a part.

We/Our/Us: Lockton Companies LLP - checkmate.uk.com

Your Land: The ground that surrounds the **new home** and that was sold together with the **new home** to the **first buyer**.

Castle 10

New Home Warranty Policy

The Insurance

Part 1 – Whilst the home is being 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** before the **new home** is completed:

Where due to the **developer's** bankruptcy, **liquidation** or fraud, the **developer** fails to complete the construction of the **new home** in accordance with the **requirements** and the **buyer** loses a deposit paid to the **developer** under the terms of the purchase contract for the **new home**, **we** will at **our** sole option either:

(a) pay the reasonable cost of completing the **new home** to the **original specification** for the **buyer**;

or

(b) pay to the **buyer** the amount of any such lost deposit.

What we will not pay before the new home is completed:

- Any sum exceeding 10% of the purchase price declared to us by the **developer**
- Claims for anything that is not part of the **new home**
- Any work that exceeds the **original specification** for the **new home** or the **requirements**
- Any claim made after the legal completion of the purchase by the first **buyer** of the **new home**
- Claims by any person(s) other than the **buyer**
- Compensation for death, injury to the body or mental health, loss of enjoyment, use, inconvenience, income, business opportunity or inconvenience, stress or any other consequential or financial loss of any description
- Any claim where **we** have not issued a valid **building period certificate**

Castle 10

New Home Warranty Policy

The Insurance

Part 2 – 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 2 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**:

2. For two years after the **effective date**, where the **buyer** has made a request in writing that the **developer** meet one or more of the costs listed at Sections 2.1 to 2.5 below, and the **developer** unreasonably refuses to meet such costs or to carry out repairs, as appropriate, within a reasonable period, or is in **liquidation** or is made bankrupt **we** will pay:

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

2.2 The reasonable cost of rectifying **excessive sound transmission** through party walls or floors arising from within **continuous structures**.

2.3 The reasonable cost of rectifying a present or imminent danger to the physical health and safety of the occupants of the **new home** caused by its failure to comply with the **Building Regulations** that were in force at the time the Building Notice was deposited with the Local Authority, in respect of the following:

- Part A Structure
- Part B Fire safety
- Part C Site preparation, contaminants and resistance to moisture
- Part G Sanitation, hot water safety and water efficiency
- Part H Drainage and waste disposal
- Part J Combustion appliances and fuel storage systems
- Part K Protection from falling, collision and impact
- Part N Glazing – safety in relation to impact, opening and cleaning

2.4 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 **our** written consent to such costs being incurred and subject to a maximum of £6000 in any event.

2.5 The reasonable cost of professional fees incurred in connection with **your** claim, provided that **you** have first obtained **our** written consent to such costs being incurred.

What we will not pay under Part 2

- Any claim reported for the first time to the **developer** or to **us** more than two years after the **effective date**
- Claims for anything that is not part of the **new home**

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 Services Authority - 523069

This policy is underwritten by AmTrust Europe Limited Market Square House, St James's Street, Nottingham NG1 6FG Reg No. 1229676
V11 042011

- 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 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 sum above **your** proportional share of the reasonable cost of repairing **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 4
- Additional costs arising from unreasonable delays in reporting a claim either to **us** or the **developer**
- 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
- 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 **physical damage** or **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 purchase price
- Any costs that have been taken into account by the **developer** 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**

Castle 10

New Home Warranty Policy

The Insurance

Part 3 – 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 3 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**

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

3.2 The reasonable cost of rectifying a present or imminent danger to the physical health and safety of the occupants of the **new home** caused by its failure to comply with the **Building Regulations** that were in force at the time the Building Notice was deposited with the Local Authority, in respect of the following:

- Part A Structure
- Part B Fire safety
- Part C Site preparation, contaminants and resistance to moisture
- Part G Sanitation, hot water safety and water efficiency
- Part H Drainage and waste disposal
- Part J Combustion appliances and fuel storage systems
- Part K Protection from falling, collision and impact
- Part N Glazing – safety in relation to impact, opening and cleaning

3.3 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 **our** written consent to such costs being incurred and subject to a maximum of £6000 in any event.

3.4 The reasonable cost of professional fees incurred in connection with **your** claim, provided that **you** have first obtained **our** written consent to such costs being incurred.

What we will not pay under Part 3

- Any claim that could reasonably have been reported in writing to the **developer** or to **us** within two years of the **effective date** but was not reported to the **developer** or to **us**
- 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 **developer** to build to the **requirements**
- Any repair that exceeds the **original specification** for the **new home**

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 Services Authority - 523069

This policy is underwritten by AmTrust Europe Limited Market Square House, St James's Street, Nottingham NG1 6FG Reg No. 1229676 V11 042011

- Reinstatement of any areas not directly affected by **major physical damage** or **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 sum above **your** proportional share of the reasonable cost of repairing **major physical damage** to the **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 4
- Additional costs arising from unreasonable delays in reporting a claim either to **us** or the **developer**
- 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 by any person(s) other than the **buyer**
- Claims for the prevention of, or any loss caused by surface or any other form of condensation
- 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 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 purchase price
- Any costs that have been taken into account by the **developer** 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**

Castle 10

New Home Warranty Policy

The Insurance

Part 4 – Limited cover for contamination within your land

Subject to the Conditions on pages 17 and 18, any endorsements on the **certificate** and where Part 4 is shown in the schedule on the **certificate**, the following is the insurance cover available to **you** in addition to Part 3 above from two years after the **effective date** until the tenth anniversary of the **effective date**

4. From the start of the third year after the **effective date** until the tenth anniversary of the **effective date** we will pay:

4.1 The reasonable 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 the time the **new home** was sold to the **first buyer**.

4.2 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 **our** written consent to such costs being incurred and subject to a maximum of £6000 in any event.

In addition to what we will not pay under Part 3 above under Part 4 we will not pay

- Any sum exceeding **our maximum liability**
- Any sum in connection with **contamination**:
 - Outside the boundary of the **site**
 - That migrates onto the **site**
 - That migrates from the **site**
- Any sum where **we** have not issued a valid **insurance certificate**
- Any sum in respect of the **excess**

Castle 10

New Home Warranty Policy

Annual Renewable Insurance

Part 5 – Annual renewable cover

Subject to the Conditions on pages 17 and 18, any endorsements on the **certificate** and where Part 5 is shown in the schedule on the **certificate**, the following is the insurance cover available to **you** each year the policy is renewed without a break in the insurance and following immediately after the initial selected period of cover, as detailed on the first insurance certificate has ended.

5. Where **you** have accepted an offer from **us** to extend the policy cover for a further one year and where there has not been any break in policy cover and subject to any endorsements on the rear of the new **insurance certificate** which **we** have issued; from the start of the **effective date** on the **insurance certificate** for a period of twelve months **we** will pay:

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

5.2 The reasonable cost of rectifying a present or imminent danger to the physical health and safety of the occupants of the **new home** caused by its failure to comply with the **Building Regulations** that were in force at the time the Building Notice was deposited with the Local Authority, in respect of the following:

- Part A Structure
- Part B Fire safety
- Part C Site preparation, contaminants and resistance to moisture
- Part G Sanitation, hot water safety and water efficiency
- Part H Drainage and waste disposal
- Part J Combustion appliances and fuel storage systems
- Part K Protection from falling, collision and impact
- Part N Glazing – safety in relation to impact, opening and cleaning

5.3 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 **our** written consent to such costs being incurred and subject to a maximum of £6000 in any event.

5.4 The reasonable cost of professional fees incurred in connection with **your** claim, provided that **you** have first obtained **our** written consent to such costs being incurred.

What we will not pay under Part 5

- Any claim that could reasonably have been reported in writing to the **developer** during the defects liability period of the building contract between the **buyer** and the **developer**
- Claims for anything that is not part of the **new home**

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 Services Authority - 523069

This policy is underwritten by AmTrust Europe Limited Market Square House, St James's Street, Nottingham NG1 6FG Reg No. 1229676
V11 042011

- 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 home**
- Reinstatement of any areas not directly affected by **major physical damage** or **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 sum above **your** proportional share of the reasonable cost of repairing **major physical damage** to the **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 4 where cover under Part 4 has been included by an endorsement by **us** on the **insurance certificate**
- Additional costs arising from unreasonable delays in reporting a claim either to **us** or the **developer**
- 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 by any person(s) other than the **buyer**
- 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 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 **developer** 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 other form of survey conducted by **you** or on **your** behalf

Castle 10

New Home Warranty Policy

Conditions

The following conditions shall apply to this policy:

1. Claims notification

On discovery of any item of claim, or on receiving a statutory notice, or an indication that such a notice is likely to be served which is likely to give rise to a claim under this insurance **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 **us**; and
- d) if requested by **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** 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 **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.

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 **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.

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

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 Services Authority - 523069

This policy is underwritten by AmTrust Europe Limited Market Square House, St James's Street, Nottingham NG1 6FG Reg No. 1229676
V11 042011

You shall notify **us** 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 **us** are solely for **our** 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. In the absence of any written agreement to contrary the applicable law to this policy will be the country where the policy holder is usually resident, otherwise English law will apply.

10. Termination

This policy shall terminate automatically without refund of premium 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**

Castle 10

New Home Warranty Policy

Disputes

Where a dispute arises between the **buyer** of the **new home** and the **developer**, **we** provide a service that offers advice regarding liability and extent of cover available under this warranty policy only. This may, at **our** 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 **we** make are not binding on either party, however where **we** believe policy cover applies but the **developer** refuses to do any recommended work **we** will arrange for it to be done under the terms of this policy.

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

Castle 10

New Home Warranty Policy

Complaints Procedure

We value the opportunity to investigate any concerns **you** may have about any aspect of **our** service and are committed to handling all complaints fairly, thoroughly and promptly.

Who to contact in the first instance:

Many concerns can be resolved straight away, therefore in the first instance please get in touch with **us** as **we** will generally be able to provide **you** with an immediate response to **your** satisfaction. Contact details will be provided on correspondence that **we** or **our** representatives have sent **you** or can be found at the end of this document. If **we** cannot resolve **your** complaint straight away **we** will aim to resolve **your** concerns as soon as possible and **we** will keep you informed of progress while **our** enquiries are continuing. The majority of complaints **we** receive are resolved within four weeks of receipt.

Next steps if **you** are not happy with the response provided:

We are dedicated to **our** customers and seek to do what is right however sometimes **we** may not be able to reach an agreement with **you**. If this is the case and **you** remain dissatisfied once **you** have received **our** response to **your** complaint **we** will refer **your** complaint to one of **our** Directors for a separate review. The Director will contact **you** to let **you** know they have received **your** complaint and when their review is complete they will provide **you** with a final response on **our** behalf.

The Financial Ombudsman Service (FOS)

If **we** are unable to resolve **your** complaint to **your** satisfaction within eight weeks or if **you** remain dissatisfied following receipt of **our** final response letter **you** can ask the FOS to formally review **your** case. **You** must contact the FOS within six months of **our** final response. The FOS contact details are as follows:

Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall

London

E14 9SR

You can telephone on 0845 080 1800 or e-mail complaint.info@financial-ombudsman.org.uk

This is a free and impartial service and will not affect **your** legal rights. The FOS can help with most complaints if **you** are:

- A private individual
- A business with an annual turnover of less than £1,000,000
- A charity with an annual turnover of less than £1,000,000
- A trustee of a trust with a net asset value of less than £1,000,000

If **you** are unsure whether the FOS will look at **your** complaint please contact them directly for further information. **You** are entitled to contact the FOS at any stage of **your** complaint.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation should **we** be unable to meet **our** obligations. Further information is available on www.fscs.org.uk or **you** may contact the FSCS on 020 7892 7300. Following this complaints procedure does not affect **your** legal rights.

Castle 10

New Home Warranty Policy

Contact Information

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