



THE Q POLICY

Residential Policy Guide

Policyholder Guide to the first 2 years of cover
Making a Claim & the Mediation Process





The Q Policy – Residential

Policyholder Guide to Making a Claim and the Mediation Process

The guidance provided in this leaflet covers the process for a claim made in the first two years of The Q Policy, which is either called the “Customer Service Guarantee Period” or the “Defects Insurance Period”: this section of your cover details the responsibilities of the developer or builder from whom you purchased your New Home.

In this document, we explain what to expect at each stage including:

- ❖ the process for making a claim during the first two years of your policy
- ❖ what Q and the underwriter will do
- ❖ what the developer or builder must do
- ❖ the Q Mediation Process

The information is for guidance only. Depending upon the underwriter of your policy and the type of policy, these can vary. We would recommend that you check your policy document and Insurance Certificate to find out exactly what cover, conditions and limits apply to your home.

About The Q Policy & this Policy Guidance Note

The Q Policy for Residential Properties is an insurance policy which provides cover against Structural Defects arising from the design or construction of your New Home.

The policy cover is split into distinct Sections, and this policy guidance note provide information about claims made under Section 2 of The Q Policy, which is called the “Customer Service Guarantee Period” or the “Defects Insurance Period”, and is the period in which the developer or builder which built your New Home, is responsible for rectifying any issues. This period commences on the date noted on your Insurance Certificate and lasts for two years (unless otherwise noted on your Insurance Certificate).

This policy guidance note outlines the processes required if you need to make a claim during this period or have any form of dispute on issues related to the policy cover where the developer or builder has failed to comply with Q’s Technical Requirements or the Building Regulations.

Following the process documented in this Policy Guidance Note for claims and disputes covered under Section 2 of The Q Policy is free of charge to all policyholders.



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Making a Claim: Section 2 of the Policy

Who to Contact

If your policy is underwritten by Canopus or CGICE, the easiest way to make a claim is to email claims@gassurebuild.co.uk.

However if you find this is not suitable for you, you can also call us on **0333 577 2800**.

Lines are open Monday to Friday, from 9am to 5pm (although please note Covid-19 restrictions may apply)

Please quote your policy number which can be found on your Insurance Certificate.

You will need to provide details of the conditions which you believe give rise to the claim, as well as details of any other interested parties and other insurances related to your New Home.

There is a Claims Form available on the Q website to guide you through this process:

www.gassurebuild.co.uk/makeclaim

Please note: if your policy is underwritten by Markel or FMB (Everest) you should refer to your policy booklet for details of how to make a claim.

What you must do (Claims Conditions)

You must comply with the following conditions. If you fail to do so, the underwriter may not pay your claim or any payment could be reduced. All actions must be taken, and all information must be provided, at your own expense.

- ❖ You must notify your claim within 90 days of first becoming aware that you think you need to make a claim. If you do not notify your claim within this period, and this affects the underwriter's ability to fully assess your claim or to keep their losses to a minimum, your claim may not be paid or may not be paid in full. If you are unsure whether any problem with your New Home will lead to a claim, please contact us anyway in order that we can discuss the problem with you and investigate it if necessary.
- ❖ If you have a Deposit Protection Insurance Certificate and think you need to make a claim, you must notify Q of the issues you are facing, and provide any details you have of the developer / builder's fraud, insolvency, bankruptcy or liquidation.
- ❖ You must immediately take all the measures that you can to stop further damage and any potential loss as a consequence of the damage.
- ❖ On the discovery of damage in respect of which a potential claim arises, the underwriter and any person authorised by them must be provided full and unrestricted access to your New Home and surrounding land within your control, for the purposes of investigating the claim and the extent of damage and reinstatement required.
- ❖ You must provide full details of the conditions which you believe give rise to the claim, and details of any other parties involved.
- ❖ You must provide details of any other insurances related to your New Home which may cover you for the same loss or expense as this policy.
- ❖ If requested to do so, you must record and submit photographic evidence of the conditions which you believe give rise to the claim.



Have you informed your developer or builder direct?

You should always inform the developer or builder direct about any issues you have in your new home - it is always best to notify them in writing (via e-mail or by letter) and always keep a log of any communications you have with their team.

If you only ever phone the developer or builder to log a claim, it is advisable to make a note of times, dates, the issues discussed and the names and title of the individuals with whom you discussed your claim. This will ensure you have proof of having notified them of the issues within the first two years of cover, if it is needed at a later date.

It will always assist any claim if you also provide photographs of the named issues.

We do ask you to let Q know about these issues when you have contacted the developer or builder direct. Please do ensure that you notify Q of any claim at the earliest possible opportunity, so that you will receive the appropriate assistance if you need it, and so that Q can monitor the developer or builder's progress in ensuring that any issues are sorted out properly and efficiently.

What will Q do?

Throughout the first two years of your policy cover, if you need to make a claim to your developer or builder and are having issues getting responses or coming to an agreement, you can also contact Q direct and we will make contact with the developer or builder to make sure they are addressing your issues appropriately.

If the developer / builder fails to rectify within the expected timescale, Q will contact them to determine why these issues remain outstanding. If there are genuine reasons for delay, Q will agree a timescale with you and the developer / builder to ensure valid issues are rectified as soon as possible.

You can find out more about what the developer or builder will do in the [section](#) below.

If agreement on a timescale or the validity of reported issues cannot be reached, then Q will require the developer / builder to take part in their Mediation Process in conjunction with you.

Further details are provided in the [Resolving Disputes](#) section below.



What must the developer or builder do?

When a developer or builder builds, converts or renovates a home covered by The Q Policy, they must make sure that it's built in accordance with The Q Technical Requirements and that finishes to walls, floors, fixtures and ceilings in conjunction with levelling and supporting surfaces provide adequate resistance to impact, wear, water, and light chemical attack, due account being taken of the location of the element. In addition, externally located finishes should have resistance to frost and ultra-violet radiation.

All decorative elements shall be completed to adequate basic levels of visual quality.

NB: higher standards may be agreed between the developer or builder and homeowner under Contract

You can refer to our [Finishes Standards + Tolerances Guide](#) for more information. This is available to download at www.qassurebuild.co.uk/policyholders/yournewhome.

If the issues raised don't comply with The Q Technical Requirements when the developer or builder built your home, they must put it right. If this problem consequently causes damage to your home, they must repair that too.

Under the terms of The Q Policy, until they are rectified, the developer or builder remains responsible for the cost of:

- rectifying valid Defects and Damage notified during the first two years
- removal, storage and return of your property if it needs to be moved to facilitate remedial works
- alternative accommodation or loss of rent if you need to be moved out to facilitate remedial works

In some cases the developer or builder may arrange for Q and the underwriter to undertake the necessary repairs on their behalf. If this is requested, then Q and the underwriter will arrange for works to be undertaken within a reasonable timescale. *Please note, the developer or builder remains liable for the costs of such works.*

Additional costs related to remedial works

Sometimes your home may need to be emptied (in part or full) before repairs can be carried out. If so, the developer or builder must pay for the reasonable cost of removals and storage of your property and may also have to arrange appropriate alternative accommodation as well as suitable protection to your home during the works.

If you agree with the developer or builder to make these arrangements yourself and reclaim the costs direct from them, you **must** get their written agreement before you start to incur costs. The developer or builder are not expected to be held responsible for normal living expenses, such as food and drink. They are also not responsible for costs associated with anyone not normally resident in your home or any property belonging to anyone other than the Policyholder (and their direct family members who reside in the property).

If you want to use your own professional advisor (such as an architect, surveyor or solicitor), you are free to do so. However, their fees will normally be at your own expense and will not normally be recoverable from the developer or builder unless previously agreed in writing. When Q arranges remedial works direct, all technical investigations will be carried out by Q and the resulting Technical Solutions will be determined at the sole discretion of Q.

What happens if the developer or builder becomes insolvent?

If the developer or builder fails to meet their obligations during the Customer Service Guarantee Period / Defects Insurance Period because they have ceased to trade due to fraud, insolvency, bankruptcy or liquidation, the underwriter will arrange directly for any valid Defects or Damage to be remediated.



Resolving Disputes: The Q Mediation Process

Mediation and dispute resolution are inherent in Q's whole approach to providing structural defects policies, since Q can oversee claims you may have from day one of your insurance policy cover. Q believes that this approach will normally help to avoid disputes between homeowners and developers / builders, ensuring that valid issues are dealt with effectively and efficiently.

However there may be times when formal disputes can arise outside of the normal process and, in these situations, Q can formally help to resolve such disputes relating to a developer or builder's responsibilities under Section 2 of The Q Insurance Policy Wording, through our Mediation Process ensuring a fair and transparent process for all parties.

If this is necessary, Q will formally ask the developer or builder to try to resolve the dispute directly with you.

Mediation Meeting

If the dispute cannot be resolved in this manner, Q will then invite you and the developer or builder to a meeting to resolve the issues face to face.

This will normally take place during normal weekday working hours and will be at your home, unless this is not suitable.

During the meeting, Q will consider the issues that you and the developer or builder are in dispute about, listen to what each party has to say, and then we will try to help you both come to an agreement.

If you both agree what action should be taken, Q will record what was agreed.

If an agreement can't be reached, or if the developer or builder doesn't attend the meeting, Q will consider whether the developer or builder has acted in accordance with the requirements of their agreement with Q and whether the issue complies with The Q Technical Requirements.

Mediation Report

After the Mediation Meeting, Q will prepare and issue a Mediation Report to you and the developer or builder. This will contain a record of the meeting and an overview of Q's findings in relation to the disputed issues.

If Q's findings indicate that the developer or builder has complied with The Q Technical Requirements, and has acted in accordance with their agreement with Q, then we will not require them to take any further action.

However, if Q's findings indicate that the Q Technical Requirements have not been complied with or they have not acted in accordance with their agreement with Q, the Mediation Report will provide detail to the developer or builder of what further action, tests, investigations or repairs they must carry out to resolve the dispute.

Q will also set timescales for the required actions to be completed, which will depend on what that action is.



Required remedial actions by the developer or builder

When the developer or builder accepts Q's findings, they are obliged to carry out the required action at their own expense.

Any repairs must be carried out in accordance with The Q Technical Requirements and the Basis of Claims Settlement section of The Q Policy, along with any additional requirements set out in the Mediation Report.

If the developer or builder doesn't carry out the required action satisfactorily and within the timescales set, Q and the underwriter will take steps to make sure that it's completed. If this happens, Q will tell you what will happen.

Please note: the outcome of the Mediation Meeting is binding on the developer or builder.

If the developer or builder disagrees with Q's findings and requests further independent arbitration, then the outcome of such arbitration will be between Q and the underwriter, and the developer or builder. This will not affect the decision Q has made following the Mediation Process.

Required actions by you

If you accept the findings of the Mediation Report and there are further works to be done by the developer or builder, you must then allow them and their team, reasonable access to your home (on weekdays, during their normal working hours) to complete the required work.

Coverage of the Q Mediation Process

The Q Mediation Process will formally help to resolve disputes when a developer or builder fails to address their responsibilities under Section 2 of The Q Policy.

Where it is possible, Q may also attempt to advise you on contractual issues between you and the developer or builder, which are outside of The Q Policy cover. However this will be limited to situations in which Q has expertise and more straightforward matters which arise in addition to policy related issues.

The Q Mediation Process won't be able to help with non-policy related issues in isolation, or matters such as disputes over boundaries, planning, complicated contractual or financial matters. However the [Consumer Code for New Homes](#) may be able to help you with some of these issues.

The Q Mediation Process will also be unsuitable if you've already started arbitration or legal proceedings against the developer or builder, or any other person or organisation, in connection with the matters in dispute.



Other methods of Dispute Resolution

If you don't accept the findings of the Mediation Report or the outcome of the Mediation Meeting, Q may advise you to consider another form of dispute resolution. If we do not believe that we will be able to resolve the dispute within a reasonable time, then we may also decide to withdraw the Mediation Process.

The Q Policy document provides you with details of other methods of dispute resolution that may be available to you if the issues outlined in the dispute are covered by Section 2 of The Q Policy.

Please be aware that your issues were raised during the Customer Service Guarantee Period or Defects Insurance Period, so any further action you take will need to be against the developer or builder and not Q or the underwriter. However both Q and the underwriter will endeavour to assist if it is possible to do so.

Disputes not covered by The Q Policy

If the matter in dispute isn't covered by Section 2 of The Q Policy, the Consumer Code for New Homes may be able to help.

You can find more information about the scheme on the website: www.consumercodefornewhomes.com.

Other questions & additional advice?

If you have any questions that aren't covered by this Policy Guidance Note, or if you need additional advice, then please feel free to contact The Q Claims Team:

T: 0333 577 2800

E: claims@gassurebuild.co.uk

Q Claims Team, 11 Milbanke Court, Milbanke Way, Bracknell, Berkshire, RG12 1RP

You may also find additional helpful information on our website: www.gassurebuild.co.uk



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