

Structural Defects Warranty & Insurance Insurance Product Information Document

Product: The Q Policy - Residential

The Q Policy is administered by Q Assure Build Ltd, an Appointed Representative of Marshall Wooldridge Ltd, which is authorised and regulated by the Financial Conduct Authority. Firm Reference Number: 136079. This policy is underwritten by Casualty & General Insurance Company (Europe) Limited which is authorised and regulated by the Financial Services Commission (Gibraltar) and subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number: 230920.

The following summary does not contain the full terms and conditions of the contract which can be found in your policy documentation. The agreed sums insured are specified in your policy schedule.

What is this type of insurance?

The Q Policy is a structural defects insurance providing cover for new build, refurbished or converted properties in the UK, which meets the cost of rectifying damage (caused by defects) in your new home, which are not apparent when the property is finished but which come to light later.



WHAT IS INSURED?

✓ Deposit Protection Cover (Section 1 – Optional Cover):

If you have a Deposit Protection Insurance Certificate, then you have some cover if you have paid a deposit under contract to your developer/builder if they do not commence work or finish your new home due to fraud, insolvency, bankruptcy or liquidation, subject to a maximum of the amount of the deposit you paid, up to £100,000.

✓ Customer Service Guarantee Period (Section 2):

Cost of carrying out necessary works to your new home because of a failure of the developer/builder to rectify defects because they no longer exist due to fraud, insolvency, bankruptcy or liquidation, or where the developer/builder refuses to rectify the defect following the mediation process.

✓ Structural Insurance Period (Section 3):

Cost of rectifying damage caused by a defect (which is a fault, due to a breach of Q's Technical Requirements or the Building Regulations) in your new home, which is not apparent when the property is finished but which comes to light later.

✓ Statutory Notice Indemnity (Section 4):

Cost of removing or containing certain contamination within your new home boundary if the Environmental Agency serves a Statutory Notice on you.



WHAT IS NOT INSURED?

- X Sound transmission of any type
- Damages not specifically covered by this policy. This policy specifically excludes exemplary or punitive damages awarded by a court of law.
- X Wear & tear, neglect and failure to carry out normal or specific maintenance
- Change in colour or texture, staining, ageing process of your new home or any cosmetic damage
- Damp, condensation, settlement, bedding down, shrinkage or expansion which is not a result of a defect (which is a fault, due to a breach of Q's Technical Requirements or the Building Regulations)
- Flooding or a change in the water table level including water-logging of parking or landscaped areas
- ➤ Betterment i.e. any reinstatement which would exceed the original specification
- ★ Fire, lightning, explosion, earthquake, storm, flood, escape of water from any tank apparatus or pipe
- If you are not the first owner, anything you knew about when you purchased the new home and which was taken into account



ARE THERE ANY RESTRICTIONS ON COVER?

- Any claims below the minimum claim value stated in the policy will not be covered by the policy for Sections 3 and 4.
- The maximum insured value of the policy is shown on the insurance certificate.
- Please note that endorsements may apply to your policy. These will be shown on your insurance certificate.
- There are general conditions and exclusions to your policy cover which are detailed in your policy booklet.



WHEN AND HOW DO I PAY?

Your developer or builder will pay the policy premium.

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WHERE AM I COVERED?

This insurance covers the UK property named on the insurance certificate.



WHAT ARE MY OBLIGATIONS?

- You must, at your own expense, ensure that your new home is kept in a good state of repair at all times and is adequately maintained. Failure to undertake necessary repairs and maintenance may affect or invalidate your cover.
- You must take reasonable care to provide complete and accurate answers to questions you are asked when you take out, make changes to, and renew your policy.
- You must not enter into any agreement, lease or contract with any other party which would limit, modify, abbreviate or reduce the policy underwriter's rights against third parties, without the underwriter's consent
- If you need to make a claim to the developer or builder during the Customer Service Guarantee Period, you must make a written request to Q.
- If you discover damage or a defect, you must immediately take all the measures that you can to stop further damage and any potential loss as a consequence of the damage.
- You must notify Q within 90 days of first becoming aware that you think you need to make a claim.
- You must provide full and unrestricted access to your new home and any surrounding land within your control, to Q (and any person authorised by Q) for the purposes of investigating the claim and the extent of the damage and reinstatement required.
- You must provide us with full details of the conditions which you believe give rise to the claim and details of any other parties involved. If requested to do so by Q, you must record and submit photographic evidence of the conditions which you believe give rise to a claim.



WHEN DOES THE COVER START AND END?

- Deposit Protection Cover (Section 1 optional cover): cover commences on the date shown on your Deposit Protection Insurance Certificate, and ceases on the date of legal completion of the new home purchase.
- Customer Service Guarantee Period (Section 2): cover commences on the Effective Date (shown on your Insurance Certificate) and is valid for a period of 2 years.
- Structural Insurance Period (Section 3): cover is valid from 2 years after the Effective Date for a minimum period of 8 years.
- Statutory Notice Indemnity Cover (Section 4): cover commences on the Effective Date (shown on your Insurance Certificate) and is valid for a period of 10 years.



HOW DO I CANCEL THE CONTRACT?

- You have the right cancel this policy, by email or letter, to the Claims Departments of Q Assure Build Ltd.
- If you choose to cancel your policy, the premium paid by the developer / builder is not refundable to you.