

# BuildCare Structural Warranty

- Self-Build
- Custom Build
  - Renovation
  - Conversion
- Completed Projects



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# A. Structural Warranty Policy

## I) Here is your new Policy

This **Policy** is a contract between the **Insured** and the **Insurer** administered by Sennocke International Insurance Services Ltd on the **Insurer's** behalf.

This **Policy** consists of:

- a) Policy booklet;
- b) **Certificate of Insurance**;
- c) any **Endorsements** which might apply to this **Policy**.

## II) Important Notice

In the event of any occurrence which may give rise to a claim under this **Policy**, it is necessary for the **Insured** to follow the claims procedures as set out in Part G of this **Policy**.

For this **Policy** to be binding there should be a signed **Certificate of Insurance**. This should be filed with this **Policy**.

Please examine this **Policy** and the **Certificate of Insurance** to make sure that the **Insured** has the cover that **Insured** requires. If the **Insured** has any query or needs to make any variations or amendments, please call the **Administrator**, Sennocke International Insurance Services Ltd, on 0345 223 4949.

In return for payment of the premium the **Insurer(s)** agree to provide insurance to the **Insured** as described in the **Policy**. It is subject to a number of definitions, conditions, exclusions and financial limits as detailed in the **Policy** and the **Certificate of Insurance**.

For this **Policy** to be binding, after a satisfactory Final Inspection has been carried out by the **Technical Audit Surveyor** and a **Technical Audit Approval** has been issued to the **Administrator**, a **Certificate of Insurance** will be issued confirming the cover in operation under the **Policy**.

Please ensure that the **Insured** examines the **Policy** and **Certificate of Insurance** thoroughly and that it provides the cover the **Insured** requires. Should the **Insured** require any clarification or need to make amendments, please contact the **Administrator**.

## III) Accessibility

Upon request the **Administrator** can provide Braille, audio or large print versions of the **Policy** and the associated documentation. If the **Insured** requires an alternative format the **Insured** should contact the **Administrator** or their broker through whom this **Policy** was arranged.

## IV) Information You Have Given Us

In deciding to accept this **Policy** and in setting the terms including premium the **Insurer** has relied on the information which the **Insured** has provided to the **Insurer**. The **Insured** must take care when answering any questions the **Insurer** asked by ensuring that any information provided is accurate and complete.

If the **Insurer** establish that the **Insured** deliberately or recklessly provided the **Insurer** with untrue or misleading information the **Insurer** will have the right to:

- (a) treat this **Policy** as if it never existed;
- (b) decline all claims; and
- (c) retain the premium.

If the **Insurer** establish that the **Insured** carelessly provided the **Insurer** with untrue or misleading information the **Insured** will have the right to:

- (i) treat this **Policy** as if it never existed, refuse to pay any claim and return the premium the **Insured** has paid, if the **Insurer** would not have provided the **Insured** with cover;

- (ii) treat this **Policy** as if it had been entered into on different terms from those agreed, if the **Insurer** would have provided the **Insured** with cover on different terms;
- (iii) reduce the amount the **Insurer** pays on any claim in the proportion that the premium the **Insured** has paid bears to the premium the **Insurer** would have charged the **Insured**, if the **Insurer** would have charged the **Insured** more.

The **Insurer** will notify the **Insured** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, the **Insurer** will have the right to:

- (1) give the **Insured** notice that the **Insurer** is terminating this **Policy**; or
- (2) give the **Insured** notice that the **Insurer** will treat this **Policy** and any future claim in accordance with (ii) and/or (iii), in which case the **Insured** may then give the **Insurer** notice that the **Insured** is terminating this **Policy**.

in accordance with Cancellation and Cooling-Off Provisions.

## V) Sanctions

**We** shall not be deemed to provide cover and **We** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## VI) Changes in Circumstances

The **Insured** must tell the **Insurer** through Sennocke as soon as practicably possible of the **Insured** becoming aware of any changes in the information the **Insured** has provided to the **Insurers** which happens before or during any **Period of Insurance**.

The **Insured** must tell the **Insurer** at least fourteen (14) days before the **Insured** starts any conversions, extensions or other structural work to the buildings.

When the **Insured** is notified of a change or planned structural work the **Insurer** will tell the **Insured** if this affects its **Policy**. For example the **Insurer** may cancel **Insured's Policy** in accordance with the Cancellation and Cooling-off provisions, amend the terms of the **Insured Policy** or require the **Insured** to pay more for **its** insurance. If the **Insured** does not inform the **Insurer** about a change or planned structural work it may affect any claim the **Insured** makes or could result in the **Insured's** insurance being invalid.

## VII) Fraud

If the **Insured**, or anyone acting for the **Insured**, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, the **Insurer**:

- (a) will not be liable to pay the claim; and
- (b) may recover from the **Insured** any sums paid by the **Insurer** to the **Insured** in respect of the claim; and
- (c) may by notice to the **Insured** treat this **Policy** as having been terminated with effect from the time of the fraudulent act.

If the **Insurer** exercise its right under (c) above:

- (i) The **Insurer** shall not be liable to the **Insured** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the **Insurer's** liability under this **Policy** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- (ii) The **Insurer** needs not return any of the premium paid.

## VIII) Cancellation and Cooling-Off Provisions

### (a) The Insured's Right to Cancel during the Cooling-Off Period

The **Insured** can cancel this **Policy** by notifying the **Insurer** through Sennocke in writing, by email or by telephone within fourteen (14) days of either:

- (i) the date the **Insured** receives this **Policy**; or
- (ii) the start of the **Insured's Period of Insurance**;

whichever is the later.

A full refund of any premium paid will be made unless the **Insured** has made a claim in which case the full premium is due.

### (b) The Insured's Right to Cancel after the Cooling-Off Period

The **Insured** can cancel this **Policy** after the cooling-off period by notifying the **Insurer** through Sennocke in writing, by email or by telephone. Cancellation will be effective from the date of such notice to cancel. Any return of premium due to the **Insured** will be calculated at a proportional daily rate depending on how long the **Policy** has been in force unless the **Insured** has made a claim in which case the full premium is due. The **Administrator** reserves the right to charge an administration fee.

If a Third Party has completed the proposal form or paid the premium, the **Insured** will not be entitled to a refund of premium. The premium can only be paid back to the party who originally paid the premium and who still has an insurable interest in the property.

**NOTE:** The **Insured** is advised to check with their mortgagee prior to cancelling cover as this **Policy** may form a condition of the relevant loan. Please also note that if the property is to be sold, most prospective lenders will require structural warranty insurance or equivalent in place.

**NOTE:** If the **Housing Unit** includes **Common Parts** for which the **Insured** is jointly responsible with other persons, the cancellation will apply to both the cover under this **Policy** over the **Housing Unit** and over those **Common Parts**. If this **Policy** is cancelled, the **Insured** may well remain liable for the repair or reinstatement to the **Common Parts** and this obligation may well be enforceable by adjoining property owners.

### (c) The Insurer's Right to Cancel

The **Insurer** can cancel this **Policy**, if there is a valid reason to do so, including for example:

- (i) any failure by the **Insured** to pay the premium; or
- (ii) a change in risk which means the **Insurer** can no longer provide the **Insured** with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation the **Insurer** request, such as details of a claim;
- (iv) **Maximum Build Period**

The Insurer reserves the right to cancel the Policy, subject to an administration fee, in the event that the building Works period exceeds three years from the start date of the project, as originally notified to the Administrator.

by giving the **Insured** thirty (30) days' notice in writing. Any return of premium due to the **Insured** will be calculated at a proportional daily rate depending on how long the **Policy** has been in force unless the **Insured** has made a claim in which case the full premium is due.

If a Third Party has completed the proposal form or paid the premium, the **Insured** will not be entitled to a refund of premium. The premium can only be paid back to the party who originally paid the premium and who still has an insurable interest in the property.

## IX) Third Party Rights

A person who is not a party to this contract of insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract of insurance but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

## X) Regulatory Information

### AXA XL Insurance Company UK Limited

AXA XL Insurance Company UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308).

Registered Office 20 Gracechurch Street, London, EC3V 0BG.

Registered in England Number 5328622.

### XL Catlin Services SE

XL Catlin Services SE acts as an agent of AXA XL Insurance Company UK Limited in connection with this **Policy**. XL Catlin Services SE is a registered insurance intermediary authorised and regulated by the Central Bank of Ireland. Registered office 8 St Stephen's Green, Dublin 2 Ireland. Registered in Ireland No. 659610

The **Insured** can check this information on the Central Bank of Ireland's website at [www.centralbank.ie](http://www.centralbank.ie) which includes a register of all the firms they regulate.

### BuildStore Insurance Services Limited

BuildCare is a trading style of BuildStore Insurance Services Ltd which is an Appointed Representative of Sennocke International Insurance Services Limited, and is authorised and regulated by the Financial Conduct Authority. (Firm Reference Number 610872). Registered office 8 Houstoun Interchange Business Park, Livingston, Scotland. EH54 5DW

Sennocke International Insurance Services Ltd is responsible for the administration of BuildCare Structural Warranty and is authorised and regulated by the Financial Conduct Authority.

### Sennocke International Insurance Services Limited

Sennocke International Insurance Services Limited is acting as the **Administrator** for the **Insurer(s)**. Sennocke International Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (Firm Reference No 309040). Registered Office 6 Pembroke Road, Sevenoaks, Kent TN13 1XR.

## XI) Law and Jurisdiction

The parties are free to choose the law applicable to this **Policy**. Unless otherwise agreed in writing, this **Policy** is governed by the Laws of England and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

The language of this contract of insurance and all communications relating to it will be in English.

## XII) Contacting Us

The **Insured** can contact the **Administrator** by calling the following number during our business hours. Opening hours are: 0900-1700 Monday to Friday.

### 1. Customer Services: For Policy and Cover Queries

For all general enquires

0345 223 4949

The **Insured** is also able to email us at: [mailto: sales@build-store.co.uk](mailto:sales@build-store.co.uk)

2. **Claims Line:**

For all claims during the hours of 9.00am to 5.00pm Monday to Friday

**0345 223 4949**

E-Mail: [sales@build-store.co.uk](mailto:sales@build-store.co.uk)

For all claims outside the hours stated above please contact the **Insurer'** Representative

Charles Taylor General Adjusting Services Ltd  
51-52 St. John's Square  
London EC1V 4JL

Tel: 0207 608 1334 (24 Hours)  
Email: sbzclaims@ctplc.com

# B. Services and Complaints Procedure

## I) Complaints

There may be instances where the **Insured** feels it is necessary to lodge a complaint.

If the **Insured** wish to make a complaint the **Insured** can do so at any time by referring the matter to:

Complaints Department  
XL Catlin Services SE  
20 Gracechurch Street  
London  
EC3V 0BG  
Telephone Number: +44 (0)20 7743 8487  
Email: [axaxlukcomplaints@axaxl.com](mailto:axaxlukcomplaints@axaxl.com)

XL Catlin Services SE acts on the **Insurer's** behalf in the administration of complaints.

If the **Insured** remains dissatisfied after the Complaints Department has considered its complaint, or the **Insured** has not received a final decision within eight (8) weeks, the **Insured** can refer its complaint to the Financial Ombudsman Service at:

Exchange Tower  
London  
E14 9SR

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Telephone Number: From within the United Kingdom  
0800 0234 567 calls to this number are free on mobiles and landlines  
0300 1239 123 calls to this number costs no more than calls to 01 and 02 numbers  
From outside the United Kingdom  
+44 (0)20 7964 0500  
Fax Number: +44 (0)20 7964 1001  
Text Number: 07860 027 586 Call Back Service

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

If the **Insured's** complaint is against a **Technical Audit Surveyor**, whose role is to carry out inspections to satisfy the **Insurer(s)** that the **Housing Unit** represents a normal risk, then the **Insured** should contact them directly.

## II) Your Rights

The **Insured's** rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced or the process as defined above has not been exhausted.

## III) Financial Services Compensation Scheme

AXA XL Insurance Company UK Limited is covered by the Financial Services Compensation Scheme. The **Insured** may be entitled to compensation from the Scheme if AXA XL Insurance Company UK Limited is unable to meet its obligations under this **Policy**. If the **Insured** is entitled to compensation under the Scheme, the level and extent of the compensation will depend on the nature of this **Policy**. Further information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk).

## IV) Fair Processing Notice

### Sennocke International Insurance Services Limited

Sennocke International are the data controller of any personal information you provide to us or personal information that has been provided to us by a third party. We collect and process information about you in order



to arrange insurance policies and to process claims.

Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, brokers, insurance intermediaries such as Managing General Agents, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide. For further information on how your information is used and your rights in relation to your information please see our full Privacy Notice at [www.sennocke.co.uk/privacy-policy](http://www.sennocke.co.uk/privacy-policy).

#### **AXA XL Insurance Company UK Limited**

For information about how AXA XL Insurance Company UK Limited processes your personal information, please see the full privacy notice at: <https://axaxl.com/privacy-and-cookies>.

If you have questions or concerns regarding the way in which your personal information has been used, please contact: [dataprivacy@axaxl.com](mailto:dataprivacy@axaxl.com).

## **V) Safeguarding the Insured's premiums**

All premium payments from the **Insured** and due to the **Insurer** for this **Policy** will be held by the **Administrator** on behalf of the **Insurer**. The **Administrator** will also hold any premium refund that is due to the **Insured** from the **Insurer**. In this capacity the **Administrator** is acting as an authorised agent for the **Insurer**. This means that once a premium is paid to the **Administrator** it is deemed to have been received by the **Insurer** and that all premium refunds from the **Insurer** are not deemed to have been paid until the **Insured** has actually received them.

## C. Definitions

The following defined terms (arranged in alphabetical order) apply to the whole of this **Policy** (unless specified otherwise) wherever these terms appear in bold and capital letters.

### **Administrator**

The Administrator for this **Policy** is Sennocke International Insurance Services Limited whose registered office is at 6 Pembroke Road, Sevenoaks, Kent TN13 1XR).

### **Basement**

A basement is a storey which is partially or wholly below that of the external ground level, either designed for and used as a **Habitable Area** within the **Housing Unit(s)** or designed as non-**Habitable Area** to include for example plant rooms, car-parking or other storage area.

### **Builder**

Either the **Insured**, or any person or persons, partnership, company or other entity with whom the **Insured** has entered into a verbal or written agreement or formal contract to carry out **Works** including, for example, the clearance, erection, conversion or refurbishment the **Housing Unit**.

### **Certificate of Insurance**

The certificate issued by the **Administrator** confirming acceptance of the **Housing Unit(s)** for insurance hereunder, following the issue of the **Technical Audit Approval** by the **Technical Audit Surveyor**.

### **Common Parts**

Those parts of a multi-ownership building (of which the **Housing Unit** is part), for a common or general use, for which the **Insured** has joint ownership or responsibility or access.

### **Completion**

The date **Technical Audit Approval** is issued to the **Administrator**.

### **Computer Virus**

A set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes for example 'Trojan Horses', 'worms' and 'time or logic bombs'.

### **Confirmation of Cover**

The confirmation issued by the **Administrator** specifying the **Housing Unit(s)** and signifying the **Insurer's** agreement to the provision of the insurance cover set out in this **Policy** following receipt of **Technical Audit Approval** for the **Housing Unit(s)**.

### **Defect**

A failure to comply with, for example the following:-

- The current Building Regulations in England and Wales;
- The current Building Standards (Scotland) and the Technical Standards in Scotland;
- The current Building Regulations (Northern Ireland) and the Technical Booklets in Northern Ireland; The current Building Regulations and Technical Booklets in Eire

in respect of the construction of the **Housing Unit(s)**.

Failure to follow the standards within the Building Regulations and Building Standards, or associated guidance, does not in itself amount to a **Defect**, as it may be possible to meet the recommended performance in other ways.

For any **Housing Unit(s)** under this **Policy** which relates to the conversion, refurbishment, renovation or extension of a **New Development**, the definition of **Defect** shall only be deemed to include any of the **Works** carried out by the **Builder** as part of the conversion, refurbishment, renovation or extension.

### **Drainage**

The underground system or systems for the removal of foul or surface water built or laid within the **Insured's** land as part of the new **Works** to the **Housing Unit** as detailed within the **Certificate of Insurance**. This does not include soakaways, percolation areas, pumped systems or their associated plant, wells or any above ground drainage.

### **Electronic Data**

Facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes

programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

### **Endorsement**

Additional terms and conditions being applied to the **Policy** document, agreed by the **Insurer**, which could amend or restrict cover.

### **Excess**

The first amount of any loss which remains at the Insured's own risk and is not payable by the **Insurer(s)**. An **Excess** will apply for each individual **Housing Unit** for each and every claim made under this **Policy**.

For claims involving **Common Parts** and individual **Housing Units**, the **Excess** applies separately to those **Common Parts**. The **Excess** for each individual **Housing Unit** will increase by £50 annually at each anniversary date of the **Period of Insurance**, as detailed on the **Certificate of Insurance**. The **Excess** for **Common Parts** will increase annually at each anniversary date of the **Period of Insurance**, as detailed on the **Certificate of Insurance**, by 10% compound per annum.

### **Existing Structure**

Part or all of the retained structure(s), including for example foundations, floors, walls, roof coverings, drainage, external windows and doors.

### **Habitable Area**

The area which is used for residing or sleeping purposes within the **Housing Unit(s)** detailed in the plans, drawings or specification on which planning permission was granted, before the effective date of the **Confirmation of Cover**.

### **Heave**

Upward movement of the ground beneath the buildings as a result of the soil expanding.

### **Housing Unit(s)**

The property described in the **Certificate of Insurance** including:

- the **Structure** (which is considered to be part of any new, conversion, refurbishment, renovation or extension **Work** to the **Housing Unit(s)**);
- all non-load bearing elements and fixtures and fittings for which the **Insured** is responsible;
- any **Common Parts**, retaining or boundary walls forming part of or providing support to the **Structure**;
- any path or roadway providing access for the disabled;
- the below-ground **Drainage** system within the perimeter of such property for which the **Insured** is responsible;
- any integral or attached conservatory or garage to the main **Structure** which was designed and included as part of the original plans and built at the same time as the main **Structure**;
- any detached garage(s), outbuildings and conservatories which was/were designed and included as part of the original plans, built at the same time as the main **Structure**, and noted on the **Certificate of Insurance**.

Garages and outbuildings are to be built in accordance with the Building Regulations or other associated regulation(s) and built to the same standard as the main **Housing Unit(s)**. Failure to build the **Structure** to the required standard or pass the **Technical Audit Approval** will result in the exclusion from the BuildCare Structural Warranty.

**NOTE:** The **Housing Unit** does not include any swimming pool, temporary structure, fence, retaining or boundary wall not forming part of or providing support to the **Structure**, any path or roadway not providing access for the disabled.

### **Indirect Losses**

Any loss of profit, liquidated or un-liquidated damages, penalties for delay, non-completion, detention or in connection with guarantees of performance or efficiency or loss of use, increased cost of working, loss of contracts, loss arising out of delay in completing or negotiating contracts.

### **Insured/You/Your**

The person(s) or Company named as such in the **Certificate of Insurance** or their successor in title, and any mortgagee or lessor whose interest is noted on the **Certificate of Insurance**.

### **Insured's Land**

The area of ground that surrounds and supports the **Housing Unit** and which was purchased by the **Insured** with the **Housing Unit** at the same time as the Building Contract was entered into or completed or that was owned by the **Insured** when a building contract was entered into.

The definition of **Insured's Land** also includes any land at the **New Development** that the **Insured** has a specific legal responsibility for as noted in the initial Building Contract.

**Insurer/We/Us/Our**

AXA XL Insurance Company UK Limited.

**Landslip**

Downward movement of sloping ground.

**Limit of Liability**

The liability of the **Insurer** shall not exceed the amount shown as the **Sum Insured** on the **Certificate of Insurance** or the relevant limit expressed under the Financial Limit caption of the applicable Section of the insurance coverage, whichever is the lesser. The **Limit of Liability** is index linked in accordance with General Condition 4 of the **Policy**.

**Major Damage**

Any fault, failure or defect in the design, workmanship, materials or components of the:

- **Structure**;  
or
- waterproofing component of the **Waterproof Envelope**;  
or
- below-ground **Drainage** system within the perimeter of such property, serving the **Housing Unit(s)** and for which the **Insured** is responsible;

causing destruction of, or physical damage to, the **Housing Unit(s)** for which a **Certificate of Insurance** has been issued by the **Administrator**;

and/or

causing a condition requiring immediate remedial action to prevent actual destruction or physical damage to the **Housing Unit(s)**. **Major Damage** must be first discovered during the **Period of Insurance**.

For the purpose of this **Policy** the definition of **Major Damage** is deemed to include any physical loss, destruction or damage caused by contamination or pollution as a direct consequence of a fault or failure in the design, workmanship or materials of the **Structure** of the **Housing Unit(s)**.

**New Development**

A **Housing Unit** located at the site and noted on the **Certificate of Insurance**.

For the purpose of this definition, a **New Development** is not deemed to include any building **Work** other than the **Housing Unit** detailed on the **Confirmation of Cover** and the **Certificate of Insurance**.

**Period of Insurance**

The period specified in the **Certificate of Insurance** for the **Housing Unit**.

**Policy**

The BuildCare Structural Warranty Policy for Self-Build, Custom Build, Renovation, Conversion or Completed Projects.

**Remediation Expenses**

Expenses incurred for the investigation, removal or treatment of contamination to the extent required by any **Statutory Notice**.

**Settlement**

Downward movement as a result of the soil being compressed by the weight of the buildings.

**Statutory Notice**

A notice served on the **Insured** by a statutory authority under the provisions of legislation that requires the **Insured** to carry out remediation of contamination.

**Structure**

The following elements comprise the structure of the **Housing Unit**:

- Foundations;
- Load-bearing parts of floors, staircases and associated guard rails, walls and roofs, together with load-bearing retaining walls necessary for stability;
- Roof covering;
- any external finishing surface (including rendering) necessary for the water-tightness of the **Waterproof Envelope**;
- Floor decking and screeds, where these fail to support normal loads;

- Glazed panels to external windows and doors;
- Wet applied plaster.

**Subsidence**

Downward movement of the ground beneath the buildings other than by **Settlement**.

**Sum Insured**

The amount specified in the **Certificate of Insurance**.

**Technical Audit Approval**

The approval issued by Build-Zone Survey Services Ltd (a wholly owned subsidiary of the **Administrator**) following satisfactory **Completion** and final inspection of the **Housing Unit** to confirm that the **Housing Unit** meets the requirements for the issue of a BuildCare Structural Warranty **Policy**.

**Technical Audit Surveyor**

A technically competent and suitably qualified Professional appointed by Build-Zone Survey Services Ltd to carry out the required checks and inspections solely on behalf of the **Insurer**.

**Terrorism**

An act including for example to the use of force or violence and or the threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and or to put the public or any section of the public in fear.

**Waterproof Envelope**

The waterproof envelope means the ground floors, external walls, roofs, skylights, windows, doors, of a **Housing Unit** but excluding those parts below ground floor slab level.

**Wear and Tear**

A reduction through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or damage which happens gradually over a period of time

**Works/Work**

The work relevant to the construction of a new build, renovated, converted, extension or completed project in accordance with the contract, good practice, all relevant and applicable industry regulations, codes of practice, and relevant Building Regulations.

## D. Cover

1) The **Insurer** will cover the **Insured** against all claims approved during the **Period of Insurance** in respect of:

1. the cost of complete or partial rebuilding or rectifying **Work** to the **Housing Unit** which has been affected by **Major Damage** provided always that the liability of the **Insurer** does not exceed the cost of rebuilding each **Housing Unit** to its original specification;
2. the cost of making good any **Defect** in the design, material or workmanship in the drainage system which was newly constructed by the **Builder** in connection with the **Housing Unit** and for which the **Insured** is responsible;
3. the costs incurred in repairing, replacing or rectifying any part of the **Waterproof Envelope** within the **Housing Unit** as a result of ingress of water caused by a **Defect** in the design, workmanship, materials or components or the waterproofing elements of the **Housing Unit**; and
4. the cost of repairing or making good any **Defects** in the chimneys and flues of the **Housing Unit** causing an imminent danger to health and safety of occupants,

Subject to the **Limit of Liability**, as detailed in the **Certificate of Insurance** of this **Policy**.

In the event of a claim under this section, the **Insurer** has the option either of paying the cost of repairing, replacing or rectifying any damage resulting from items 1 to 4 above or itself arranging to have such damage corrected.

2) In addition, in the event of a claim under this **Policy**, the **Insurer** will, with their written consent, pay within the **Limit of Liability** the following:

1. **Additional Costs**  
such additional costs and expenses incurred solely in order to comply with Building Regulations or Local Authority or other statutory provisions, provided that the **Insurer** shall not be liable for costs that would have been incurred irrespective of the discovery of a claim;
2. **Alternative Accommodation Costs**  
all additional costs and expenses for a period not exceeding twenty-six (26) weeks in respect of removal, storage and alternative accommodation whilst the **Housing Unit** is uninhabitable;
3. **Fees**  
such architects', surveyors', legal, consulting engineers' and other fees incurred, by the **Insured** in relation to the complete or partial rebuilding or rectifying **Work** to the **Housing Unit** but shall not include costs or fees incurred by the **Insured** in preparing a claim;
4. **Removal of Debris**  
for each **Housing Unit**, the costs and expenses incurred by the **Insured** with the **Insurer's** written consent in respect of:
  - (a) removal of debris from
  - (b) dismantling or demolishing of and
  - (c) shoring up of

the **Housing Unit**.

3) **Common Parts**

The maximum the **Insurer** will pay for any claim relating to **Common Parts** will be the amount that the **Insured** has a legal liability to contribute towards the cost of repairs, rectification or rebuilding **Works**. Claims are subject to the **Limit of Liability** and **Excess**.

4) **Existing Structure**

In addition, this **Policy** extends to include cover for the **Existing Structure(s)** if the new **Works** are the cause of a claim that is insured under this **Policy**. For avoidance of doubt, this **Policy** does not provide any cover should the **Existing Structure(s)** be the proximate (actual) cause of the claim.

## 5) Environmental Impairment Liability Cover (EIL)

The **Insurer** will cover the **Insured** against all claims first discovered and notified to the **Administrator** during the **Period of Insurance** in respect of **Remediation Expenses** incurred in compliance with a **Statutory Notice** requiring the remediation of contamination of the **Insured's Land**.

In the event of a claim under this section, the **Insurer** will have the option either to pay the **Remediation Expenses** or, itself, have any **Work** necessary for the remediation of contamination of the **Insured's Land** carried out at its own expense.

### Exclusions Applicable to Section 4

The **Insurer** shall not be liable to the **Insured** for any:

1. Loss caused by a breach of any covenant contained in the property deeds;
2. Death, bodily injury, sickness, disease or psychiatric damage or shock suffered by any persons;
3. Damage to any property, and/or expenses incurred and/or any costs associated with the remediation of land which is not owned by the **Insured**;
4. Contamination that, at the date of the original purchase of the **Insured's Land**, the **Insured** or subsequent owners knew or ought reasonably to have known could result in the issue of a **Statutory Notice** under legislation, Government guidance or any regulatory or enforcement body's guidance in force at the date of **Completion**;
5. Contamination that could not have resulted in the issue of a **Statutory Notice** under any legislation or Government or enforcement body guidance in force from the date of the original purchase of the **Insured's Land**;
6. Diminution of value, whether perceived or actual, due to the existence or former existence of contamination;
7. Contamination which first occurred after the original purchase of the **Insured's Land** by the **Insured**;
8. Contamination that migrates onto the **Insured's Land** after the date of **Completion**;
9. Damages payable to third parties, compensation or criminal expenses arising out of or in connection with contamination in or under the **Insured's Land**;
10. Anything in connection with naturally occurring radon.

# E. General Exclusions

The **Insurer** shall not be liable to the **Insured** for any:

1. Alterations

Loss or damage due to or arising from any alterations, modification or addition to the **Housing Unit** after the issue of the **Certificate of Insurance** unless the **Administrator** has been informed, the **Certificate of Insurance** endorsed and any applicable additional premium paid to the **Insurer**.

2. Biological or Chemical Materials Exclusions

Loss, damage, cost or expense of whatsoever nature directly or indirectly cause by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

3. Change in colour

Change in colour, texture, opacity or staining or other ageing process.

4. Coastal erosion & subsidence

Loss or damage caused by, or consequent upon, coastal erosion, **Subsidence**, **Heave** or **Landslip** unless such loss or damage is as a result of a **Defect** in the design, workmanship, materials or components of the **Structure** of the **Housing Unit**.

5. Communicable Disease

1. Loss, damage, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- 2.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- 2.2 the method of transmission, whether direct or indirect, includes for example airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- 2.3 the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

6. Cyber Exclusion

(a) Cyber

loss, damage, liability, cost or expense caused deliberately or accidentally by:

- i. the use of or inability to use any application, software, or programme;
- ii. any **Computer Virus**;
- iii. any computer related hoax relating to i and/or ii above.

However, where a fire or explosion occurs as a result of (a)(i) or (a)(ii) above, **Insurer** will still cover damage resulting from that fire or explosion.

(b) Electronic Data

loss of or damage to any **Electronic Data** (for example files or images) wherever it is stored..

7. Defects in existing works

Loss or damage due to or arising out of any **Defect** in the design, workmanship, materials or components of the **Housing Unit** that was installed or constructed prior to the conversion, refurbishment or renovation **Works** that are the subject of this **Policy**.

8. Glazed panels

Loss or damage to existing glazed panels in any **Housing Unit** that has been converted, refurbished or renovated or extended unless such glazed panels were newly installed at the time of such conversion, refurbishment, renovation or extension.



9. Humidity  
Loss or damage caused by or consequent upon humidity in the **Housing Unit** that is not a direct result of the ingress of water caused by a **Defect** in the design, workmanship, materials and components of the waterproofing elements of the **Waterproof Envelope**.
10. Indirect losses  
Any **Indirect losses** which result from the incident that caused the **Insured** to claim, unless expressly stated in the **Policy**. The **Insurer** will only pay for costs which are incurred as a direct consequence of the event which led to a claim under the **Policy**.
11. Ingress of water  
Loss or damage caused by the ingress of water into the **Basement** of the **Housing Unit** and to those parts of the **Structure** outside of the **Waterproof Envelope**.
12. Legal liabilities  
Cover for any legal liabilities that the **Insured** may have to third parties arising out of the use or ownership of the **Housing Unit**.
13. Maintenance and use  
Inadequate maintenance of and/or abnormal use of the **Housing Unit** or the imposition of any load greater than that for which the **Housing Unit** was designed or the use of the **Housing Unit** for any purpose other than that for which it was designed unless the **Insurer** has been informed and the **Certificate of Insurance** endorsed and any applicable additional premium paid to the **Insurer**.
14. Personal injury  
Costs, losses, expenses or damages for death, bodily injury, disease, illness or injury to mental health.
15. Pyrites  
Loss, damage, cost of replacing or changing any element or components of the **Structure** within the **Housing Unit** or Development as a result of the effects or discovery of pyrites or their derivatives.
16. Radioactive contamination, chemical, biological, bio-chemical and electromagnetic weapons  
Loss damage liability or expense directly or indirectly caused by, or contributed to by, or arising from:
  1. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
  2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
  3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
  4. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.
  5. any chemical, biological, bio-chemical, or electromagnetic weapon.
17. Settlement, drying out & natural shrinkage  
Loss or damage caused by or consequent upon **Settlement**, bedding down, drying out, or natural shrinkage of the **Housing Unit**.
18. Sonic bangs  
Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
19. Special Events  
Loss or damage caused by or consequent upon fire, lightning, explosion, typhoon, hurricane, cyclone, volcanic eruption, earthquake, storm, tempest, flood, subterranean fire or other convulsion of nature, aircraft or other aerial devices or articles therefrom, escapes of water from tanks, apparatus or pipes, malicious persons, theft, attempted theft or impact.
20. Terrorism  
Damage or loss resulting from damage occasioned by or happening through or in consequence directly or indirectly of:-
  - a) **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss; and
  - b) civil commotion

Note: This **Policy** also excludes damage or loss resulting from damage directly or indirectly caused by resulting from or in connection with any action aimed in controlling, preventing, suppressing or in any way relating to an act of **Terrorism**.
21. Toxic mould  
Loss or damage or bodily injury arising out of any pathogenic organisms regardless of any other cause or event that contributed concurrently or in any sequence to that liability.

22. Undamaged parts  
Cost of replacing or changing undamaged items or parts of items forming part of the **Housing Unit** which belong to a set or suite, or which have a common design or use, when the loss or damage relates to a specific part or parts of an item or to a clearly defined area.
23. Unfinished works  
Loss of or damage due to or arising from any unfinished building **Works** to the **Housing Unit** which are completed after the issue of a **Certificate of Insurance**.
24. Unseasoned timber  
Movement and characteristic changes associated with the use of unseasoned timber within the **Housing Unit**. Any loss or damage caused by or attributable to the movement, settlement, shrinkage, expansion, shaking, cracking, splitting or twisting associated with the use of unseasoned timber in the **Housing Unit** is specifically excluded unless it can be proven that such loss or damage is the result of the unseasoned timber structural element having failed to support the loadings it was initially designed to achieve.
25. Vermin  
Loss or damage caused by or consequent upon the actions of rodents or vermin or insect infestation.
26. War risks
- a) Loss or damage directly or indirectly caused by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power or confiscation or;
  - b) nationalisation or requisition or destruction of or damage to property by or under the order of any government, or public or local authority.
27. Water table  
Loss or damage resulting from a change in the water table level.
28. Wear and tear  
Loss or damage of the **Housing Unit** due to:
- a) **Wear and Tear**;
  - b) normal dampness, condensation or shrinkage;
  - c) normal deterioration whether caused by neglect or otherwise.
29. Wilful and malicious damage  
Wilful neglect or criminal act of the **Insured** or any other party.

# F. Conditions

The cover provided by this **Policy** is subject to the following conditions: -

1. Automatic reinstatement of Limit of Liability  
In consideration of the **Limit of Liability** not being reduced by the amount of any loss, the **Insured** agrees to pay:
  - i) the proportional additional premium on the amount of such loss from the date of notification of claim to the date of expiry of the **Period of Insurance**. Such payment of any additional premium due under this condition shall be waived where the amount of any one loss covered by this **Policy** does not exceed £20,000;
  - ii) any site audit survey fee for checking of the design and inspection of any **Work** relating to the repair or rebuilding of the **Housing Unit** which has been subject to a claim under this **Policy**. No reinstatement shall occur unless **Technical Audit Approval** in respect of such repair or rebuilding **Work** has been issued by the **Technical Audit Surveyor**.
2. Privity of contract  
A person who is not party to this **Policy** shall not have any rights under or in connection with it.
3. Other insurance  
If the **Insured** claims under this **Policy** for something that is also covered by another insurance policy, the **Insured** must provide the **Administrator** with full details of the other policy. The **Insurer** will only pay its share of any claim.
4. Indexation  
The **Limit of Liability** referred to in the **Certificate of Insurance** will be separately increased in line with the RICS Building Index or 10% per annum compound, whichever is the lesser, on each anniversary of the commencement of the **Period of Insurance**. For the purpose of settlement of any claim under this **Policy** the **Limit of Liability**, as adjusted in accordance with the foregoing provisions shall be regarded as the **Limit of Liability** at the time of discovery by the **Insured** of such claim.
5. Recoveries from third parties  
The **Insurer** is entitled to control and settle any claim and to take proceedings at its own expense but in the name of the **Insured** to secure compensation from any third party in respect of any loss or damage covered by this **Policy**.
6. Insurer's rights  
In the event of any occurrence which may give rise to a claim under this **Policy**, the **Insurer** or its agents shall, with the permission of the **Insured**, be entitled to enter the **Housing Unit** in order to carry out rectification **Work** or the complete or partial rebuilding of the **Housing Unit**. If such permission is unreasonably withheld the **Insured** shall be responsible for any additional costs caused by the delay in carrying out such **Work**.
7. Insured's obligations  
The **Insured** must ensure it complies with any formal instructions in relation to maintenance and care of the **Housing Unit**. Furthermore, the **Insured** must not use the **Housing Unit** for anything other than its intended purpose.

The **Insurer** shall have no liability under this **Policy**, if the **Insured** fails to comply with this provision, unless the **Insured** shows that non-compliance with this provision could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

# G. Claims Procedures

Note: If the **Insured** does not comply with the below conditions the Insurer shall be entitled to refuse to pay, or reduce the amount they pay, for any claim under this Policy.

The **Insured** shall do the following in the event of any claim or occurrence which may give rise to a claim under this **Policy**: -

1. Notice of claims

The **Insured** shall as soon as practicably possible give notice of a possible claim.

To report claims during the hours of 9.00am to 5.00pm Monday to Friday telephone 0345 223 4949 or email [sales@buildstore.co.uk](mailto:sales@buildstore.co.uk).

To report claims outside those hours contact Charles Taylor General Adjusting Services Ltd, 51-52 St John's Square, London, EC1V 4JL. Tel: 0207 608 1334. Email: sbzclaims@ctplc.com.

2. Diminution of loss or damage

The **Insured** shall take all practicable steps to diminish and/or prevent any further loss or damage.

3. Submission

The **Insured** shall, as soon as practicably possible, submit in writing full details of the claim and supply correspondence, reports, plans, certificates, specifications, quantities, calculations, information and assistance as may be requested and/or required.

4. No admission

No admission, offer, promise, payment or reimbursement shall be made or given by or on behalf of the **Insured** without the written consent of the **Insurer**.

5. Proceedings

The **Insurer** shall be entitled to take over and conduct in the name of the **Insured** the defence or settlement of any claim or to prosecute any claim in the name of the **Insured** for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

