



The Q Policy

keyfacts®



**Summary of Policy Cover
Residential Properties**



LLOYD'S



THE Q POLICY

Structural Defects Policy for Residential Properties

YOUR DEMANDS & NEEDS

This product meets the demands and needs of those who have purchased a new-build, refurbished or converted property from a UK Developer/Builder and require insurance protection to provide redress in the event that structural defects are discovered (arising from poor design or construction) and cause damage to the property.

Because Q has not reviewed your individual circumstances, we are not in a position to provide you with a personal recommendation relating to this product.

Q has provided you with information about the product in order for you to determine whether this product is suitable to your needs; you should therefore read the associated documentation and decide if this policy suits your particular requirements.

A summary of your cover.....

This document is a policy summary for information only and does not contain the full terms and conditions of the insurance contract; it does not show all of the benefits, exclusions or limits. Please refer to your policy booklet and policy schedule for full details of all terms, conditions and endorsements or excesses that may apply.

NAME OF INSURER - This policy is administered by Q Assure Build Ltd and underwritten by Lloyd's Syndicates 4444/958 which are managed by Canopus Managing Agents Limited.

TYPE OF INSURANCE - This policy is designed to provide cover in respect of Structural Defects arising in your new home. Your policy schedule will show the period of cover and detail when renewal is required.

Significant Features & Benefits

The Q Policy is a Structural Defects Insurance Scheme providing cover for new-build, refurbished or converted properties, which meets the cost of rectifying defects in materials or workmanship and errors or omissions in design or specification, which are not apparent when the property is finished but which come to light later.

What is a Structural Defect? A *latent* defect, which is a defect which remains undiscovered at the date of completion (of a property) but manifests itself during the period of insurance by way of actual physical damage.

Why Q? Q is a different model of Structural Defects Insurance compared to the other options available; different because our customer is you, the Homeowner, and from day one, you deal with us direct. Our flexible policy not only allows you to make extensions and alterations to your home which can be included in the cover, but you can also have full insurance cover in place, for as long as you need it (subject to Policy Conditions). We aim to be totally customer focused, treating everyone with mutual respect and servicing the needs of every stakeholder.

Key Benefits of The Q Policy

- The Q Policy is underwritten by Lloyd's Syndicates 4444/958 which are managed by [Canopus Managing Agents Limited](#)
- We only work with quality Developers & Builders – every Developer & Builder has been "health-checked" by us before we accept them onto our register. All of our Developers and Builders are also Members of the [Consumer Code for New Homes](#).
- Q undertakes a minimum of 8 inspections during the construction of your New Home at key stages of the build process – this is more than any similar provider.
- You can include any additions, alterations, conservatories and extensions within your policy cover at any time during your insurance cover (subject to Policy Conditions).
- You can have Q policy cover for as long as you want – it is ultimately within your control (subject to Policy Conditions).
- Q provides you with a single point of contact and cover from Day One; no chasing Developers for claims and issues, mediation available for contractual issues (managed by Q); consistency in customer care and claims decision process throughout the term of their policy cover.
- Q is a founder Code User of the Consumer Code for New Homes which gives protection and rights to purchasers of new homes, ensuring that all new home-buyers are treated fairly and are fully informed about their purchase before and after they sign the contract. [Find out more at www.consumercodefornewhomes.com](#)
- Dispute Resolution is inherent in Q's whole approach to providing Structural Defects policies and Q can formally help to resolve such disputes relating to a Developer or Builder's responsibilities under Section 2 of The Q Policy, ensuring a fair and transparent process for all parties.

How Does it Work?

- **On-Site Risk Management**
Q will arrange a minimum of 8 site inspections at key stages of the build process – possibly more depending on the size of the project. These inspections are undertaken for Q's risk management process to make sure, as far as possible, that the build is in compliance with The Q Technical Standards and Building Regulations in force at the time. This means we monitor quality of the build of your New Home and although we can't give you a cast iron guarantee that it's perfect, the fact that we've accepted it for insurance cover, means we're reasonably certain you shouldn't have any major problems with it which have been caused by poor design or build. In the unlikely event that you have any problems because of this, that's what this policy is for!
- **Registered Members**
Q only insures New Homes which are built and sold by companies registered with us. This means we have "health" checked these companies on your behalf when they registered with us and subsequently on an annual basis, by reviewing product history, personnel, working methodologies, financial health, credit scoring, insurance standing and health & safety standards. Our members also commit to complying with the requirements of the Consumer Code for New Homes when they register with us, which means we know that our Developers & Builders will provide you with high standards of customer service.
- **Technical Standards**
Q operates guidance and mandatory Requirements provided as our Technical Standards for all elements of build in conjunction with current Building Regulations, British/European Building Standards and good building practice.
- **Protection during the Construction Phase**
Before the sale of your New Home completes, you may be asked to pay a deposit to the Developer/Builder and Q can make Deposit Protection Cover available to you as part of The Q Policy. The purpose of this process is to protect your deposit in the event that the Developer/Builder is unable to complete your New Home due to fraud, insolvency, bankruptcy or liquidation.
- **Customer Service Guarantee Period**
During the first two years following completion of the purchase of your New Home, the Developer/Builder will address any Defects that you discover so long as you notify them to Q or to the Developer/Builder before the end of the Customer Service Guarantee Period. If the Developer/Builder fails to rectify Defects in your New Home because they no longer exist due to fraud, insolvency, bankruptcy, or liquidation, or the Q Dispute Resolution Process does not satisfactorily resolve any dispute between you and the Developer/Builder and as a consequence the Developer/Builder refuses to rectify any Defects in your New Home, then The Q Policy provides insurance cover for the cost of rectifying known Defects.
- **Structural Insurance Cover**
The Q Policy provides insurance cover for rectification of Damage (caused by Defects) to your New Home, for a minimum period of 8 years after the end of the Customer Service Guarantee Period. This means you have insurance cover for a minimum period of 10 years from the completion of your New Home Purchase. Where relevant, it also provides insurance cover if the Environmental Agency serves a Statutory Notice on you as a result of the identification of contamination within your New Home Boundary (subject to Policy Conditions).



Summary of Policy Cover

The following is a summary of the insurance cover which can be provided by The Q Policy:

Please refer to the policy booklet and policy schedule for full details of all terms.

Section 1 – Deposit Protection Cover (where applicable)

If you have paid a deposit under Contract to the Developer / Builder in relation to your New Home, The Q Policy provides insurance cover for a the amount you have lost if the Developer / Builder does not commence work or finish the New Home due to fraud, insolvency, bankruptcy or liquidation, subject to a maximum of the amount of the deposit you paid.

Section 2 – Customer Service Guarantee Period

The Q Policy will cover the cost of carrying out the necessary works to the New Home or the Common Parts if:

- the Developer/Builder fails to rectify Defects to your New Home during the Customer Service Guarantee Period because the Developer/Builder no longer exists due to fraud, insolvency, bankruptcy or liquidation.

or

- the Dispute Resolution Process fails to satisfactorily resolve any dispute between you and the Developer/Builder during the Customer Service Guarantee Period, and as a consequence the Developer/Builder refuses to rectify any Defects in your New Home.

Section 3 – Structural Insurance Cover

The Q Policy will cover the cost of repairing, rectifying or putting right any actual Damage (caused by a Defect) in the following parts of your New Home or the Common Parts: the Structure, water ingress through the Waterproofing Envelope, any newly built drainage systems serving your New Home.

The policy will also cover the cost of: professional fees incurred in connection with claims; the removal, storage and return of property; and alternative accommodation where your New Home is not fit for habitation; as a result of the undertaking of remedial works.

Additionally, where the Building Control function is carried out by an Approved Inspector registered with Q, the policy will also cover the cost of repairing or rectifying a present or imminent danger to the physical health and safety of the occupants caused by the failure of the Developer/Builder to comply with the Building Regulations (subject to Policy Conditions).

Section 4 – Statutory Notice Indemnity Cover (where applicable)

The Q Policy will provide cover where the Environmental Agency serves a Statutory Notice on you if contamination (which can be shown to have existed at the date on which the “notice to build” was deposited with the Local Authority) is identified within the New Home Boundary.

Alternatives to Reinstatement

At the absolute discretion of Q, instead of reinstating the property Q may:

- Offer a cash settlement which will reflect the cost of the proposed reinstatement works (determined by us) or current property value whichever is the lower sum (in this instance an open-market valuation will be obtained from a minimum of 2 independent local surveyors and the average value applied). If a cash settlement offer is made, it will represent a full and final payment by Q and will not exceed the Maximum Insured Value.
- Buy-back the property where the projected remedial costs exceed 75% of either the Maximum Insured Value or the current value, whichever is the lower sum (in this instance an open-market valuation will be obtained from a minimum of 2 independent local surveyors and the average value applied).

Summary of Limitations & Exclusions

The Q Policy does not cover:

- Any claim after the expiry of the period of insurance.
- Any claim where a valid Insurance Certificate does not exist.
- Anything specifically excluded by endorsement to the Insurance Certificate.
- Claims by any person(s) other than the Policyholder.
- Any sum that exceeds the Maximum Insured Value.
- Any sum above the Policyholder’s proportional share of the cost of repairing Damage to Common Parts.
- Any claim made under cover Section 3 – Structural Insurance Cover or Section 4 – Statutory Notice Indemnity Cover where the cost of the works required is below the Minimum Claim Value.
- The cost of works for which the Developer / Builder is responsible under the Customer Service Guarantee Period (unless the Developer / Builder no longer exists due to fraud, insolvency, bankruptcy or liquidation or, following the Dispute Resolution Process, refuses to rectify Defects in the New Home within a sensible timescale).
- Damage or Defects arising in areas of works not completed by the Completion Date and which have not been signed off by the Q Surveyor, or did not form part of the original Contract.
- Anything resulting from or caused by the alteration or extension of the New Home, and/or the alteration, extension or demolition of any building or wall after the Completion Date which has not been notified to Q and was not inspected during construction / alteration by a Q Surveyor and added to the policy cover.
- Items that have been changed or altered on the Policyholder’s behalf at their request, after the Completion Date, such as fitting of wardrobes, fittings, kitchens etc.
- “Betterment” – i.e. any reinstatement which would exceed the Original Specification for the New Home.
- Existing double-glazed or triple-glazed panes in converted properties unless they were newly installed at the time of conversion.
- External landscaping or garden features.
- Adjustment of doors following the fitting of carpets or flooring.
- Drawing of chimneys.
- Dampness or mould of the Structure or Waterproofing Envelope which is not caused by a Defect.
- Condensation or shrinkage not resulting from a Defect or shrinkage, thermal movement or movement between different types of materials.
- Replacement of any solar roof tiles or panels solely due to failure to generate heat or electricity.
- Sound transmission of any type.
- Any of the other General Exclusions detailed in The Q Policy.

Where cover is included for Deposit Protection, the policy does not cover:

- Any claim for an amount in excess of the deposit.
- Any claim for deposit refund made after the date of legal completion of the New Home purchase.

Where cover is included for Statutory Notice Indemnity, the policy does not cover:

- Any claim for Statutory Notice Indemnity where the contamination occurred as a result of adaptations / alterations or works carried out after the Completion Date.
- Any claim in connection with contamination which is outside the New Home Boundary.
- Any claim in connection with works required to rectify or repair ground outside the New Home Boundary due to contamination that has migrated from within the New Home Boundary.
- Contamination that was first present after the Completion Date.
- Any claim for anything that was not considered to be harmful at the time the “notice to build” was deposited with the Local Authority but is later considered to be harmful.



Important Information

CANCELLATION

You have the right to cancel the policy at any time.

If you wish to cancel the policy, you should notify Q quoting the Policy Number which will be found on your Insurance Certificate:

- By e-mail at: cancellations@gassurebuild.co.uk
- By post to: Cancellations, Q Assure Build Ltd, 11 Milbanke Court, Milbanke Way, Bracknell, Berkshire, RG12 1RP

Note - cancellation of the policy will remove Structural Defects Insurance Cover.

Please see the Policy Wording for full cancellation conditions.

CLAIMS

If you need to make a claim, you should contact Q using one of the following methods:

Telephone: 0333 577 2800 *Lines are open Monday to Friday, from 9am to 5pm*
E-mail: claims@gassurebuild.co.uk

Please quote your policy number which can be found on your Insurance Certificate. You will need to provide Q with 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.

Please see the Policy Wording for full details of the claims conditions and process.

HOW WE USE YOUR DATA

Any information provided to us, or our agents, by you or regarding you will be processed by us and our agents, in compliance with the provisions of the Data Protection Act 1998 for the purpose of providing insurance and handling claims. This may necessitate providing the information to third parties.

All phone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes. Subject to the provisions of the Data Protection Act 1998, you are entitled to receive a copy of the information we hold about you. You may be charged a fee for this.

Such requests should be made to: The Data Protection Officer, Canopus Managing Agents Limited, Gallery 9, One Lime Street, London, EC3M 7HA. Any information you give us will be used by us and we may also share this information with other group companies.

For more information on the Data Protection Act you may also write to the Office of the Information Commissioner at: Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF. T: 0303 123 1113 or 01625 545745. E: casework@ico.org.uk.

FINANCIAL SERVICES COMPENSATION SCHEME

The underwriter is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if the underwriter is unable to meet their obligations to you under the policy. Further information can be obtained from: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU.

T: 0800 678 1100 (Freephone) or 0207 741 4100. www.fscs.org.uk

CHOICE OF LAW

Unless specifically agreed to the contrary, this policy shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England.

COMPLAINTS

If you do wish to complain, please note the 3 steps below, along with the contact details for each step. Please take special note that should you wish to direct your complaint directly to Lloyd's in the first instance, you may do so by using the contact information referenced in Step 2 below.

Step One

In the first instance, contact Q on the following email addresses (dependent on whether your complaint relates to a claim or something else:

General Policy Complaints

E: feedback@gassurebuild.co.uk

Claims Complaints

E: claims@gassurebuild.co.uk

You can also contact Q on 0333 577 2800 or at 11 Milbanke Court, Milbanke Way, Bracknell, Berkshire, RG12 1RP

Step Two

Should you remain dissatisfied with the outcome of your complaint from Q, your legal rights are not affected and you may refer your complaint to Lloyd's. Lloyd's contact information is:

Complaints at Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Kent, ME4 4RN

T: 0207 327 5693 E: complaints@lloyds.com

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available to download at: www.lloyds.com/complaints. You can also obtain a hard copy of the leaflet from the above address.

Step Three

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services.

The contact information is: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

T: 0800 0234 567 (calls to this number are free on mobile phones and landlines)
T: 0300 1239 123 (calls to this number cost no more than calls to 01 and 02 numbers)
E: complaint.info@financial-ombudsman.org.uk
W: www.financial-ombudsman.org.uk

Following our Complaints Procedure does not affect your right to take legal action.

ABOUT THE UNDERWRITER

This insurance is underwritten by Lloyd's Syndicates 4444/958 which are managed by Canopus Managing Agents Limited.

Canopus Managing Agents Limited is entered in the Register of Lloyd's Managing Agents.

Registered Office: Gallery 9, One Lime Street, London, EC3M 7HA. Registered in England no. 01514453.

ABOUT THE REGULATOR

Canopus Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference: 204847

Q Assure Build Ltd is an Appointed Representative of Marshall Wooldridge Insurance Brokers Ltd, which is authorised and regulated by the Financial Conduct Authority. Firm Reference: 136079