Self-Build/Custom Build Structural Warranty Insurance

Insurance Product Information Document

Product: Protek Self Build/Custom Build Warranty

Company: This insurance is provided by Protek Group Limited (registered in England and authorised and regulated by the Financial Conduct Authority (Firm Reference Number 999394).

Underwriter: This insurance is underwritten by QBE UK Limited (authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (registration number 202842)

The information provided in this document is a summary of the key features and exclusions of the policy and does not form part of the contract between us. Complete pre-contract and contractual information about the product can be found in the policy wording provided by Protek or your insurance broker.

What is this type of Insurance?

This policy is designed to cover latent defects in the design, workmanship or materials which arise during the course of construction, renovation or conversion but are not discovered until after the completion of the structure of the building at the project address; provided that cover for that occurrence is detailed within the policy wording and is not specifically excluded.

What is Insured?

Section 1 – Structural Insurance

- ✓ Cost of complete or partial rebuilding or rectifying work to the housing unit which has been affected by physical damage or has a condition requiring immediate remedial action in order to prevent actual physical damage
- ✓ Cost of repairing or making good any defects in the chimneys and flues of each newly constructed housing unit which are causing an imminent danger to the health and safety of occupants

Section 2 – Contaminated Land

- ✓ Remediation expenses incurred in treating or isolating or removing any substance from the land at the Project address in a controlled manner in accordance with the requirements of a statutory notice.

Section 3 – Additional Cover for Non-Compliance with Building Regulations

- ✓ Cost of repairing, replacing or rectifying the housing unit where such costs are the result of a present or imminent danger to the physical health and safety of the occupants due to the Builder's failure to comply with Building Regulations in relation to the structure, fire safety, hygiene, glazing and others risks detailed in the policy.

Additional Extensions

Where there is a valid claim under Sections 1, there is additional cover for the following:

- ✓ Additional costs and expenses incurred solely in order to comply with Building Regulations or local authority or other statutory provisions
- ✓ Alternative accommodation cost and expenses incurred with the Underwriter's prior written consent in respect of removal, storage and alternative accommodation relating to a claim whilst the housing unit is uninhabitable, as determined by Protek
- ✓ Professional f**ees such as** architects, surveyors, legal, consulting engineers and other fees necessarily and reasonably incurred by the Policyholder in relation to the complete or partial rebuilding or rectifying work to the housing unit
- ✓ The costs and expenses incurred by the Policyholder for the of removal of debris, dismantling or demolishing, and/or shoring up of the housing unit

What is not Insured?

Section 1 – Structural Insurance

- ✗ Any claims in excess of the sum insured for any newly constructed, converted or refurbished housing unit and shown on the Building Period Certificate and Certificate of Insurance
- ✗ Any claim in excess of the Policyholder's legal liability to contribute towards the cost of repairs, rectification or rebuilding works to any common parts
- ✗ Any claim for defects in existing works

Additional Costs and Expenses

- ✗ Any claims for costs and expenses that would have been payable by the Policyholder in the absence of the discovery of a valid claim under the Policy.

Professional Fees

- ✗ Any costs and expenses incurred by the Policyholder in investigating and/or preparing a claim.

Section 2 - Contaminated Land

- ✗ Any claim for defects in existing works
- ✗ Damages payable to third-parties, compensation or criminal expenses arising out of or in connection with contamination in, or under the land
- ✗ Death, bodily injury, sickness, disease or psychiatric damage or shock suffered by any person.
- ✗ Any claim in respect of land which is not owned by the Policyholder.
- ✗ Any diminution in value of the housing unit.
- ✗ Site preparation and resistance to moisture, relating to ground that is outside the foundations of the structure of the housing unit

Are there any restrictions on cover?

! This Policy is only available to Policyholders who are retaining ownership of the completed housing unit for a minimum of 12 Months, should there be a change of ownership prior to the end of the 12-month period this insurance would be invalid.

! The Policyholder is responsible for the excess detailed in the Certificate Of Insurance for each and every loss under each active Cover Section of this Policy, as shown in the Certificate Of Insurance.

! We will not pay for loss or damage due to or arising from any alteration, modification or addition to the completed building at the project address after the issue of the Certificate of Insurance unless Protek has been informed, the Policy endorsed, and any applicable additional premium paid to Protek.

! For any claim relating to the Common Parts, the maximum amount the underwriter will pay will be the amount that the Policyholder has a legal liability to contribute towards the cost of repairs, rectification or rebuilding works.

! The non-compliance with buildings regulations cover (Section 3) only applies if an Approved Inspector partnered with the Scheme Administrator has carried out the Building Control function or where specifically agreed by the Underwriter. Cover under this section only applies in England and Wales.

! The maximum we will pay for claims relating to any newly constructed, converted or refurbished housing unit is the financial limit or the sum insured for the housing unit (whichever is the lesser) as shown in the policy and on the Building Period Certificate and Certificate of Insurance (for each applicable section of cover).

Where am I Covered?

✓ The United Kingdom (meaning England, Scotland, Northern Ireland, Wales), Channel Islands and Isle of Man.

What are my obligations?

– **Personal lines customers (consumers) only**: you must take reasonable care not to make a misrepresentation when answering questions or providing information – giving inaccurate or incomplete answers on forms and documents could invalidate your cover and result in claims not being paid.

– **Commercial customers only**: you must fairly present the risk(s) you want to insure by disclosing all material facts and circumstances and you must notify us immediately if they change during the policy period – failure to do so could void your policy or result in claims not being paid.

– You must comply with all the terms and conditions in your policy – failure to do so could affect your cover.

– You must advise us as soon as reasonably possible upon discovery of any circumstance that could give rise to a claim for any claims under Section 1 (Structural Insurance) and as soon as reasonably possible or within 3 months for any claims under Section 2 (Contaminated Land) and Section 3 (Non-Compliance with Building regulations).

– You must make full payment of the technical audit fees, insurance premium and insurance premium tax due when requested by Protek.

– You must provide the Site Audit Surveyor with full access to the Development or housing unit (which must include access to the roof space or roof as applicable) to conduct surveys for the purpose of providing Protek with the necessary information in connection with the structural warranty insurance. Failure to do so may result in additional inspections which will be charged to you or the cancellation of the warranty by Protek.

When and how do I pay?

You should make payment to Protek or your broker, this may be by making a one-off payment or your broker may be able to arrange credit facilities.

When does the cover start and end?

- Cover starts on the date specified in your certificate of insurance.
- Cover ends on the expiry date shown in your certificate of insurance, or earlier if the policy is cancelled or terminated in accordance with the terms and conditions specified in the policy.

How do I cancel the contract?

If the Policyholder is dissatisfied or the policy does not meet their requirements, they can cancel the policy within 14 days of receiving the policy documentation at the start of the period of insurance by contacting Protek using the contact details shown below:

Protek Group Limited, 1st Floor Marlbridge House, Enterprise Way, Edenbridge, Kent, TN8 6HF.

Email: **customerservice@protekwarranty.co.uk**
Tel: **0333 456 0404**

Providing no claims have been made or are pending, the premium will be refunded in full to the party who originally paid the premium provided they still have an insurable interest in the property. Protek may charge an administration fee but they will not do so without informing the Policyholder first.

Please refer to the cancellation rights in your policy wording for the full cancellation terms.