
**- PLEASE READ CAREFULLY - PARTICULARLY "MAKING A CLAIM" (see Page 8) -
- KEEP ALL DOCUMENTS SAFE -**

**THIS POLICY RELATES TO THE PROPERTY AND DOES NOT NEED TO BE ASSIGNED ON
CHANGE OF OWNERSHIP. THE CONTRACTOR'S GUARANTEE MAY REQUIRE ASSIGNMENT**

MASTER POLICY OF INSURANCE

Arranged by Construction Guarantee Services Limited
50 Place Farm Way, Monks Risborough, Princes Risborough, Bucks. HP27 9JH

Master Policy Number: CGS/10001

Date of Master Policy: 1st April 2010 as revised to date shown below



This Master Policy records that in consideration of the payment of the premium Millburn will provide guarantee protection insurance cover as described in this policy.

DEFINITIONS

Administrator	means Construction Guarantee Services Ltd of 50 Place Farm Way, Monks Risborough, Princes Risborough, Buckinghamshire, HP27 9JH
Approved Roofing Manufacturer/Distributor	means a Manufacturer/Distributor whose products and training regimes have been accepted as suitable for insurance;
Certificate of Insurance	means the printed Certificate of Insurance issued by the Administrator on behalf of the Insurer together with a copy of this Master Policy issued to each Insured which form the insurance contract between the Insurer and the Insured;
Commencement Date	means the start of the period of insurance as shown in the Certificate of Insurance;
Concrete Repair	means the repair and/or consolidation of concrete structures and/or components in accordance with the technical specifications of a recognised specialist manufacturer of concrete repair products.
Consequential Losses	means any indirect, special or consequential damages or losses suffered or incurred by the Insured and for the purposes of this insurance indirect, special or consequential damages or losses shall include, but not be limited to damages to or losses of data, furniture or equipment, economic loss or damage, damage to or loss of profits, interest, business revenue, anticipated savings, business or goodwill, any losses, costs or expenses which are not directly incurred by the Insured wholly in respect of or which are additional to the remedial work for which indemnity is provided by this insurance, the costs and expenses of any redecoration, repainting or retiling work, the costs and expenses of removing and/or replacing any cupboards, carpets or other furniture, or any other fixtures or fittings and the incurring of liability for losses or damages of any nature whatsoever suffered by third parties (including in each case incidental and/or punitive damages), even if the Insurer is advised in advance of the possibility of any such losses and/or damages;
External Water Repellent	means the application to walls of a water repellent chemical designed to prevent penetrating dampness above ground level;
Infestation	means active attack by wood-boring beetle or by wood-rotting fungi;
Insured	means the owner of the Property shown in the Certificate of Insurance;
Insurer	means Millburn Insurance which is underwritten by Guarantee Protection Insurance Ltd, 37 Carrick Street, South Ayrshire, KA7 1NS, a company Authorised and Regulated by the Financial Services Authority;
Long Term Guarantee	means the guarantee or warranty issued by the Service Organisation in respect of the Works;

Remedial Wall Tie and Lateral Restraint Installations	means the installation of new ties between the leaves of masonry in cavity walls where the original ties have corroded or snapped or are otherwise damaged to an extent that they may no longer be able to fulfil their intended purpose or other masonry stabilisation procedures such as lateral restraints;
Rising Damp	means water from the ground rising into walls above ground level by means of capillary action;
Roofing Contractor	means a Roofing Contractor who has attended the training course of an Approved Roofing Manufacturer/Distributor;
Roofing Installation	means the installation of a Roofing Membrane by a Roofing Contractor in accordance with the specification laid down in the Approved Manufacturer's/Distributor's technical literature;
Roofing Membrane	means a membrane approved by the underwriter as being suitable for a Roofing Installation and supplied by an Approved Roofing Manufacturer/Distributor;
Service Organisation	means a contractor whose name is entered on the Administrator's register of approved contractors at the Commencement Date;
Service Organisation's Received Invoice	means the invoice issued by the Service Organisation on completion of the Works or for stage payments in respect of the Works, which add up to the full value of the works, duly receipted;
Service Organisation's Report	means the report submitted by the Service Organisation on the remedial work required together with the estimate for that work and any plans or drawings defining its scope, or any modifications thereto agreed in writing by both parties.
Structural Waterproofing	means the waterproofing of structures partly or wholly below ground by means of approved cementitious or membrane systems;
Works	means the remedial works undertaken by the Service Organisation and described on the Certificate of Insurance and in the Service Organisation's Report.

THE INSURANCE COVER

The Insurer will in consideration of payment of the premium indemnify the Insured against the reasonable costs of further remedial treatment falling within the scope of and subject to the terms and conditions and exclusions of the Long Term Guarantee and of this Master Policy if the Service Organisation has ceased to trade and is unable to discharge its obligations under the Long Term Guarantee and which are notified to the Insurer within the Period of Insurance relating to any:

- (1) commencement continuance or recurrence of infestation in any of the timber treated against infestation or re-infestation in the Works; or

- (2) recurrence of Rising Damp in any of the walls in which the installation of chemical or physical damp-proof course or approved electro-osmotic system for the cure or prevention of such damp was provided; or
- (3) failure of the Remedial Wall Tie or Lateral Restraint Installations; or
- (4) breakdown of the External Water Repellent Membrane; or
- (5) breakdown of the Structural Waterproofing Works insured.
- (6) breakdown of the Concrete Repair insured.
- (7) failure of the Roofing Membrane.
- (8) failure of the Roofing Installation.

PERIOD OF INSURANCE

From the Commencement Date and expiring after:

- (1) 10 years in respect of External Water Repellent, Structural Waterproofing* or Concrete Repairs or 20 years in respect of all other Works; or
- (2) any lesser period specified in the Long Term Guarantee.

* Subject to the approval of the Underwriter and payment of the appropriate premium, Structural Waterproofing insurance may be extended for up to 20 years

LIMITS OF INDEMNITY

The liability of the Insurer for all claims under any one Certificate of Insurance shall not exceed:

- (1) £50,000 where the Works are Remedial Wall Tie and Lateral Restraint Installations; or
- (2) £100,000 for all other Works except Structural Waterproofing where the liability of the Insurer shall not exceed 120% of the original contract price as shown in the Registration Proposal Form, or 150% where a 20 year premium has been approved and paid.

but subject to a limit of £1,000,000 in the aggregate in respect of all claims payable under this Master Policy in any period of 12 months.

Any future increases in these Limits of of Indemnity will apply to Certificates of Insurance already issued.

EXCESS

The excess which applies to Structural Waterproofing is 10% of the original works value including VAT subject to a minimum of £50 and a maximum of £500.

EXCLUSIONS

This policy excludes:

- (1) Works for which no valid Certificate of Insurance has been issued.
- (2) Defects for which compensation is provided by legislation.
- (3) Limited treatments that are noted in the Service Organisation's Report or in any specification or estimate or Long Term Guarantee or otherwise as being excluded from the Long Term Guarantee.
- (4) Defects not covered by the Long Term Guarantee or which are caused by any act, omission or default of the Insured or of any third party.
- (5) The results of failure to carry out any recommendations given by the Service Organisation in writing which is the responsibility of the Insured within 12 weeks of completion of the Works and proven by a dated and receipted invoice.
- (6) Any work undertaken without the consent of the Insurer.
- (7) Deterioration of the Works occurring after a defect became apparent to the Insured and before it was reported.
- (8) The consequences of failure to keep the property in a dry and weatherproof condition and in a good and proper state of maintenance (for the avoidance of doubt, without limitation the words 'good and proper state of maintenance' are deemed to include good and proper maintenance of roofs and rainwater disposal systems, soil and waste disposal, hot and cold water systems, internal floor levels and external ground levels relative to damp-proofing courses, adequate sub-floor through ventilation and of the general structure of the property).
- (9) Defects resulting from structural alterations to the property.
- (10) Defective plywood.
- (11) The reappearance of Rising Damp if the installation to cure dampness has been interfered with since its provision.
- (12) In the event of recurrence of rising damp, consequential fungal decay of adjacent timbers unless covered by timber insurance.
- (13) Consequential Losses.

- (14) The result of any subsidence, land slip, land heave, earthquake, storm, flood or inundation occurring after the Commencement Date.
- (15) Any pumps or other electrical appliances which are part of the installation (Structural Waterproofing only).
- (16) Failure of the Works due to structural failure of the substrate is excluded from this guarantee in relation to cementitious systems. Inadequate or incorrect substrate preparation is not excluded under this clause (Structural Waterproofing only).
- (17) The Guarantee includes only those areas that have been treated. Should any dampness appear in any areas not so treated then that dampness shall be excluded from the guarantee, even if this dampness has emanated from the area(s) already treated.
- (18) Conditions where the Roofing Membrane is subject to traffic other than occasional light foot traffic.
- (19) The Roofing Membrane is not maintained in accordance with the Approved Manufacturer's/Distributor's recommendations.
- (20) The Roofing Membrane is not kept clear of moss, lichens and similar growths.
- (21) The gutters and run offs are not kept clear of any clogging debris.
- (22) Accidental damage and failure of the existing structure.

CONDITIONS

- (1) If in addition to the Works completed by the Service Organisation, there are other works identified in the Service Organisation's Report that are to be undertaken by other parties, such other works must be completed within the time specified in the Service Organisation's Report (or within 12 weeks of the completion of the Works if no other specific time period is specified in the Service Organisation's Report) and proof of this, by way of a dated and received invoice, is provided to support any claim.
- (2) All benefit under the Certificate of Insurance is forfeited if a fraudulent, attempted fraudulent, misleading or exaggerated claim is made and no refund of premium will be made.
- (3) In the event of a dispute arising under any Certificate of Insurance as to the amount to be paid or the work to be performed, the dispute may by agreement between the parties be referred for arbitration by an expert chosen by mutual agreement between the parties. If the parties are unable to agree on an expert within 7 days after the request by one party to another or if the expert agreed upon is unable or unwilling to act, either party may apply to the Institute of Arbitrators to appoint an arbitrator to act in this matter.

- (4) The Insurer or the Insured may cancel the insurance provided under any Certificate of Insurance by giving 14 days written notice to the other party at the address written in the Certificate of Insurance. A pro-rata refund of the premium received by the Insurer will be made to the Insured except in cases covered by (2) above less in the case of cancellation by the Insured an administrative charge. Such cancellation will not affect any claims already notified prior to the effective date of cancellation.
- (5) Any pumps or other electrical appliances which are part of the structural waterproofing installation, though excluded from this guarantee, must be serviced on an annual basis by an approved contractor.
- (6) The invalidity, illegality or unenforceability of any provision of this Policy shall not affect the continuation in force of the remainder of this Policy.
- (7) The failure of the Insurer to insist upon strict performance of any provision of this Policy, or the failure of the Insurer to exercise any right or remedy to which it is entitled under this Policy, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by this Policy.
- (8) A person who is not party to this Policy shall have no right under the Contracts (Rights of Third Parties Act 1999) to enforce any term of this Policy. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act. This clause does not exclude the passing on of the benefit of this Policy to any successor in title to the owner of the property specified in the Certificate of Insurance.
- (9) This insurance shall be governed by English Law.

ENQUIRIES AND COMPLAINTS

Any enquiries or complaints regarding this insurance should in the first instance be addressed to the Administrator at:

Construction Guarantee Services Limited
50 Place Farm Way, Monks Risborough, Princes Risborough, Buckinghamshire HP27 9JH Telephone: 0845 0509267

Please quote your Certificate of Insurance number so that your enquiry can be dealt with quickly.

If you remain dissatisfied you should write to:

The Chief Executive, Guarantee Protection Insurance Ltd, 106 Coppergate House, 16 Brune Street, London E1 7N

Should you still remain dissatisfied you have the right to refer your complaint to the Financial Ombudsman Service (FOS) at South Quay Plaza, 183 Marsh Wall, London E14 9SR.

There are some instances where the FOS is unable to consider complaints. This procedure will not prejudice the right to take legal proceedings.

FINANCIAL SERVICES COMPENSATION SCHEME

This Millburn Insurance Master Policy is underwritten by Guarantee Protection Insurance Ltd (GPI), Registered Office 106 Coppergate House, 16 Brune Street, London, E1 7NJ. Company Registered Number 03326800.

GPI is a member of the Financial Services Compensation Scheme. You, the Insured, may be entitled to compensation from the scheme if GPI is unable to meet its obligations. This depends on the type of business and the circumstances of the claim. Non-compulsory insurance such as this is covered for 90% of the claim, with no upper limit. Further information about compensation scheme arrangements is available from the FSCS, 5th Floor, Lloyds Chambers, Portsoken Street, London E1 8BN United Kingdom. Telephone Number 0207 892 7300 website www.fscs.org.uk

MAKING A CLAIM

- (1) Verify that the Service Organisation has ceased to trade and that another party is not providing the benefits under the Long Term Guarantee.
- (2) Confirm that you have the following **original** documents (**photocopies will not be accepted**) which will be required to enable any claim to be authenticated:
 - (i) the Service Organisation's Report(s), estimate and any drawings; and
 - (ii) the Service Organisation's certificate(s) of guarantee specifying the Work Guaranteed; and
 - (iii) the Service Organisation's receipted invoice or proof of payment; and
 - (iv) the Certificate of Insurance, this Master Policy and the enclosed Registration Proposal Form.
- (3) Check that the problem is covered by the Long Term Guarantee and by this Insurance.
- (4) Obtain a claim form from Construction Guarantee Services Ltd at 50 Place Farm Way, Monks Risborough, Princes Risborough, Buckinghamshire HP27 9JH. The Insured will be required to pay a survey fee to cover preliminary investigation on site. This will be refunded in full if the claim is found to be valid. If the claim is invalid no refund will be made. In the event of incomplete documentation being sent preventing investigation of the claim, an administration fee will be charged.
- (5) The Administrator on behalf of the Insurer will arrange for the timbers, walls, roofs or structural waterproofing to be inspected at a mutually convenient time and if the claim falls within the Long Term Guarantee and is covered by this Master Policy the Administrator will arrange for a contractor to carry out, without further charge to the Insured but subject to the Limits of Indemnity under this Master Policy, such treatment to which the Insured is entitled under this Master Policy to remedy the infestation or the recurrence of Rising Damp, the failure of the Remedial Wall Tie and Lateral Restraint Installations, the breakdown of the External Water Repellent, Roofing Membrane or the failure of Structural Waterproofing works referred to in the claim which has been accepted by the Insurer. The cost of any remedial work carried out without the specific instruction of the insurer will not be met. (see "Exclusions" clause 7). **Only the insurer can instruct a contractor to carry out an inspection of the works, any other report will not be considered.**