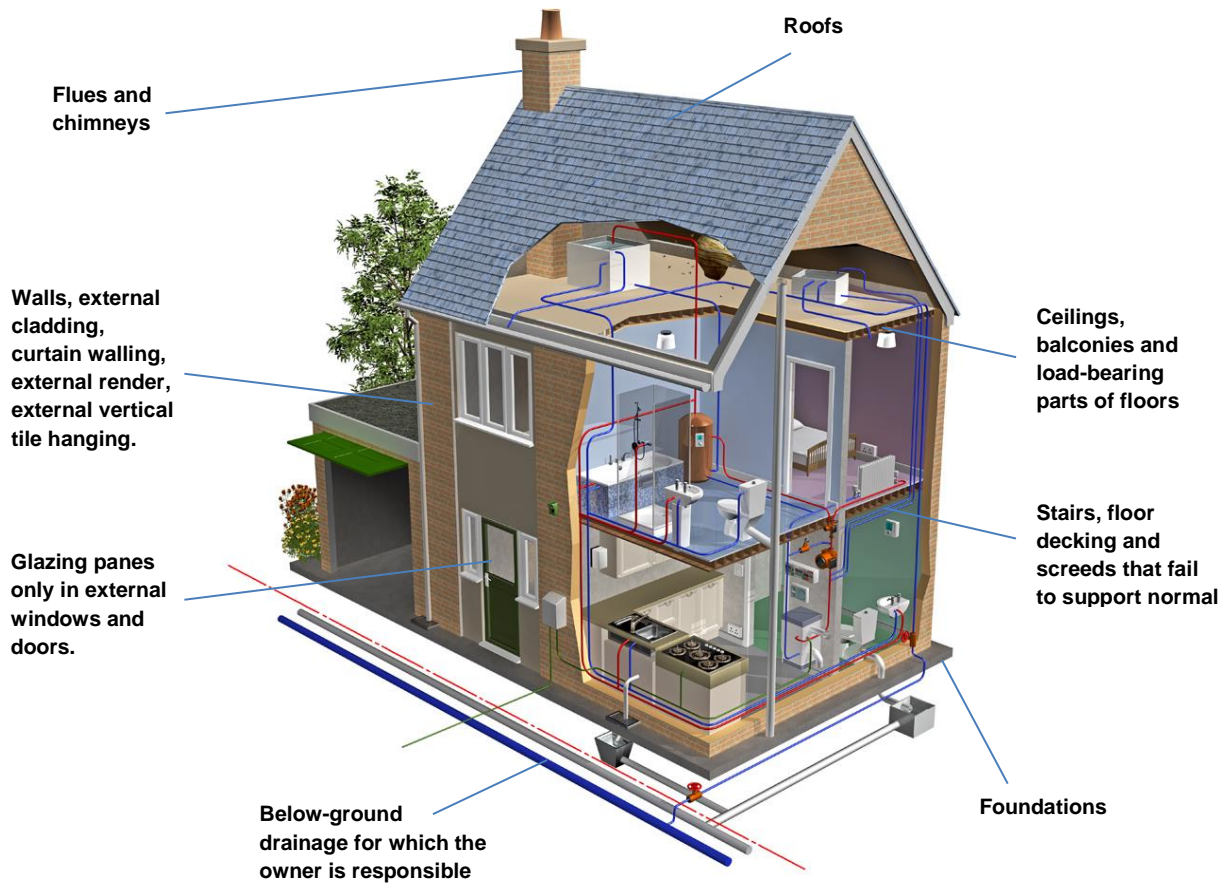


**10 YEAR
STRUCTURAL
WARRANTY
HANDBOOK**

What is covered by CMLC Ltd (End of year 2 to 10 years)

Physical damage to the parts illustrated because they are not built to CMLC Ltd's requirements.



Note:

This is for illustration purposes only. There are certain, limits and exclusions that apply, which you will find explained in full in the policy document

What does our Professional Consultant Certificate issued in accordance with the UK Finance Mortgage Lenders requirements cover?

Below is an overview of the cover we currently provide. Please check the terms of your own policy documents to find out what cover, limitations and exceptions apply for your home.

Before completion

The builder is responsible to complete the home to our standards.

During the first 2 years

The builder is responsible for putting right any defects or damage caused by their failure to build to our standards.

What is the builder liable for?

- The builder should put right, within a reasonable time and at their own expense, any defect or damage caused to your home which is notified to them during the relevant notification period.
- If you have to move out of your home so that work can be done, the builder, by prior arrangement, should meet any reasonable costs you incur for removal, storage and appropriate alternative accommodation.
- If the builder has been notified of a defect or damage during this period of cover, then they remain liable to put it right even after this period has expired

What is the builder not liable for?

- Wear and tear or deterioration caused by neglect or failure to carry out maintenance
- Dampness, condensation or shrinkage not caused by a defect
- Anything specifically excluded by an endorsement on your insurance certificate
- Anything caused by alterations or extensions to your home
- Anything resulting from compliance with written instructions given by or on behalf of the home's first owner in respect of design, materials or workmanship
- Any cost or expense greater than that necessary to carry out a workmanlike repair of the defect or damage
- Any items falling outside the definition of home (as defined in your policy document).
- If you are not the first owner, anything which you knew about when you acquired the home and which resulted in a reduction in the purchase price you paid or which was taken into account in any other arrangement

There is no excess or minimum claim value for this part of the policy.

From the End of year 2 to year 10

We provide certificates in accordance with the UK Finance Mortgage Lenders requirements to cover the cost of putting right any damage caused by defects in specified parts of the home, usually the structural and weatherproofing parts. This will start one year after the date on the issue of our insurance certificate.

What parts of the home are covered?

These parts of the home are covered:

- Foundations
- Load-bearing walls
- Non load-bearing partition walls
- Wet-applied wall plaster
- External render and external vertical tile hanging
- Load-bearing parts of the roof
- Roof coverings
- Ceilings
- Load-bearing parts of the floors
- Staircases and internal floor decking and screeds where these fail to support normal loads
- Retaining walls necessary for the structural stability of the house, bungalow, flat or maisonette, its garage or other permanent outbuilding
- Double-glazing or triple-glazing panes to external windows and doors
- Below-ground drainage for which the owner is responsible

Building Regulations

If your builder appointed LABC Building Control or an Approved Inspector to inspect their site for compliance with Building Regulations, your certificate will not cover you against certain breaches of some Building Regulations if they pose a danger to the health and safety of the occupants, your claim should be directed to the appropriate LABC Building Control or Approved Inspector.

Contaminated land

There may be additional cover if you have been, or are likely to be, served with a Statutory Notice about contamination of the land that your home is built on. The contamination of the land must have existed at the time of completion of your home.

What's not covered?

The Certificate does not cover general wear and tear, condensation, normal shrinkage, cosmetic damage or damage arising from failure to maintain the property.

Claims procedure.

		DEVELOPER	CMLC
Year 1 and 2	STEP 1	The owner should notify the builder of the defect(s) which should be addressed as snagging. (Any wear and tear would not be repaired)	CMLC Ltd should be notified of any defects in order that the defect(s) can be recorded.
Year 3 - 10	STEP 1	The owner should notify their Buildings Insurer of any defects/damage to their property.	CMLC Ltd should be notified of any defects in order that the defect(s) can be recorded.
	STEP 2		CMLC will then notify our Professional Indemnity Insurers. A £1,000.00 excess applies to each and every claim presented by the property owners.
	STEP 3		How to make a claim – what you must do Contact CMLC Ltd as soon as you believe the developer may not complete your Home in accordance with the Contract. You must also do the following:
			1) Send us any evidence you have that the developer may not complete the construction of your Home.
			2) Allow use the opportunity to inspect your home.
			3) Get our written agreement before you take any action to have work done on your Home (see the important note below).
			4) If we ask for them, send us copies of any correspondence, notes of telephone conversations, contracts, plans, quotations, receipts and any other documents or information relating to your Home. It is advisable to keep copies of all written correspondence and notes of all conversations you have with the developer about matters that may be relevant to a claim under this section. Important note Only work done by a CMLC Ltd registered developer is covered by CMLC Ltd. Therefore, if someone other than the developer completes the construction of your Home, the cover provided by CMLC Ltd may not apply fully or at all.

General exclusions and limitations

Throughout this booklet, certain exclusions and limitations apply to CMLC Ltd's insurance liability, and other exclusions and limitations apply to the liability of both CMLC Ltd and the Builder in connection with war and terrorism. These are set out in the tables below. Further exclusions and limitations apply to liability under specific sections of Certificate; these are set out in the individual sections concerned.

CMLC LTD will not be liable for the following:

- a) Any cost, loss or liability for which you are eligible to receive compensation under any legislation or statutory compensation scheme, or for which you are covered by any other insurance policy.
- b) Anything agreed to be excluded and recorded by an endorsement by CMLC Ltd on the Insurance Certificate.
- c) Anything resulting from or caused by the alteration or extension of your Home, the installation, alteration, extension or demolition of any building, wall, path, drive, paved area, fence, swimming pool or any other structure (permanent or temporary), or the planting (and subsequent growth) or removal of trees or plants (including lawns), in each case after the date of Completion.
- d) Any Defect or Damage resulting from compliance by a Builder with written instructions given by or on behalf of the Previous Owner in respect of design, materials or workmanship.
- e) The effects of wear and tear, neglect or failure to do appropriate maintenance.
- f) The effects of dampness, condensation or shrinkage not resulting from a Defect.
- g) Anything resulting from or contributed to by the installation or presence of a swimming pool or lift.
- h) Any reduction in the value of a Home.
- i) Any loss of enjoyment, loss of use, loss of income or business opportunity, inconvenience or distress, or any loss arising or cost incurred (or both) only indirectly, as result of the events or circumstances that led to your claim or complaint.
- j) Any professional fees except those reasonably incurred with our written consent and those legal costs and disbursements that may be claimed in respect of an arbitration award, court judgment or court order.

- k) Any costs or expenses greater than those that would have been paid or incurred by a reasonable person in the position of the Owner spending their own money in connection with the events or circumstances that led to your claim or complaint.
- l) Anything concerning which CMLC Ltd has made a payment to you or a previous Owner in settlement of any claim or complaint.
- m) Any costs due to your unreasonable delay in pursuing a claim.
- n) Anything you knew about when you bought your Home and which resulted in a reduction in the purchase price or which was taken into account in any other arrangement.
- o) The cost of replacing an undamaged item because another item of a similar nature has to be replaced and the replacement item does not match the undamaged item in appearance.
- p) Any cost, loss or damage resulting from flooding, however caused, or from a change in the water table level.
- q) Any cost, loss or damage (including damage to or destruction of the whole or any part of your Home) resulting from fire, however caused.
- r) Any cost, loss or damage resulting from storm-force (or more severe) weather.
- s) Death, bodily injury, disease, illness or injury to mental health, however caused.
- t) Any cost, loss or damage (including damage to or destruction of the whole or any part of your Home and any property) as a result of the operation of any apparatus (including sprinkler systems, flood protection systems and sustainable urban drainage systems) that may cause damage in normal operation.
- u) Any Defect or Damage that does not exceed CMLC standards which define the acceptable tolerances, technical requirements and performance standards for your property registered with us.
- v) Applicable to each and every claim is a Warranty excess of £1,000.00.