

When completing this form, please use **BLOCK CAPITALS** and complete all relevant sections.

To help us to deal with your claim as effectively and efficiently as possible please ensure that where evidence is requested, this is submitted in full with this claim form where possible. Failure to supply the required information may delay the settlement of any valid claim. Please note, any questions marked with a '\*' symbol require you to provide us with evidence. Please forward supporting evidence to us, along with any other documents you feel are relevant, with your claim form.

As with most insurance Policies, Premier Guarantee provides cover for specified risks. It is also subject to certain restrictions and exclusions. Please refer to your Policy document which summarises the cover offered in each period of insurance. If, having done so, you wish to make a claim, please complete all the relevant sections of this Claim Form. If you are unsure, or would like a copy of your Policy document, please contact the Claims Department on 08444 120 888

**YOU AND YOUR POLICY**

Certificate Number \*

Name of Policyholder / Homeowner Details

Your Address

Email Address

Phone Number

Postcode

**YOUR PROPERTY'S DETAILS**

Address of the insured property (if different to the address above)

Postcode

Please tick the box that applies to your property:

New Build  Conversion

Please tick all boxes that best describe your property:

Terrace (not an end terrace)  End-terrace  Detached  Semi-detached  Flat / Apartment

Date you entered into the contract to purchase the property

Full Contract / Sale Price

Premier Guarantee offers three separate periods of cover. Please note that not all Policies offer all sections of cover, for further details, please review your Certificate of Insurance, Policy or contact the Claims Department for clarification. The cover offered by Premier Guarantee in each period of insurance is summarised below:

**INSOLVENCY OF THE DEVELOPER / BUILDER DURING THE BUILDING PERIOD**

(this section of cover is only applicable if the property you are buying is incomplete)

Where this cover is in place, a policyholder will be reimbursed for any loss of deposit due to the developer not commencing work on a property due to insolvency or fraud. Alternatively, if the developer fails to complete a property for the same reasons, cover is in place to either ensure the property is completed to our technical standards, or to refund deposits paid by the policyholder.

If you would like to know whether this section of cover applies to your Policy, please refer to your Certificate of Insurance for more details, or contact the Claims Department.

If you would like to make a claim under this section of cover, complete Section 1 below only, remembering to sign the Declaration at the end of this document.

**DEFECTS INSURANCE PERIOD (CONCILIATION SERVICE)**

During this period of cover, it is your Developer's responsibility to arrange to repair, replace or rectify defects which occur in your property.

If your developer fails to carry out these repairs, or if you enter into a dispute regarding the completion of repairs, this Policy may be able to ensure this work is carried out. Not all of our Policies offer this cover, therefore, please refer to your Certificate of Insurance and Policy documentation for further information. You will also need to check the dates on your Certificate of Insurance to determine whether you are entitled to claim against this section of cover.

If you would like to make a claim under this section of cover, complete Sections 2 and 3 below, remembering to sign the Declaration at the end of this document.

**STRUCTURAL INSURANCE PERIOD**

This section of cover provides you with protection against damage or loss which has been caused by a failure of the Structure of your property. Please refer to your Policy document, in particular the definitions of Major Damage, Housing Unit and Structure for further information. Alternatively, please contact the Claims Department for further information.

You will also need to check the dates on your Certificate of Insurance to determine whether you are entitled to claim against this section of cover.

If you would like to make a claim under this section of cover, complete Section 3 below only, remembering to sign the Declaration at the end of this document.

**SECTION 1 – INSOLVENCY CLAIMS**

Full amount of any deposit paid\*

£

Please also provide a copy of the lease (this may be known as a "Deed of Conditions" if your property is located in Scotland) if applicable and evidence of the contract of sale \*

If you have made any stage payments, please provide a detailed breakdown, showing the amount, currency and dates when payments were made. If you approached a solicitor to assist you in the purchase of the property, they may be able to supply you with a copy of their ledger showing any payments made to the Developer, or the Developer's appointed representative. This information will be needed before we are able to validate your claim.\*

Note: If the Development is in the process of being sold to another Developer / Builder to complete the properties, it is possible that any existing contracts may be honoured. If this is the case, your claim may be declined.

**SECTION 2 – CONCILIATION CLAIMS**

It is the Developer's / Builder's responsibility to rectify any problems with the Housing Unit within the Defects Insurance Period in the first instance.

If your developer is still trading you should contact our Dispute Resolution Service Department at **DRS@mdinsurance.co.uk**

Have you contacted your Developer / Builder * regarding the claim?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Has the Developer / Builder replied? *	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Is the Developer / Builder still trading? * If no, please provide evidence	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

**SECTION 3 – DESCRIPTION OF DAMAGE**

Did you purchase the property from the original developer? *	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
--	-----	--------------------------	----	--------------------------

Please provide the date you purchased the property

/	/
---	---

Please provide a copy of the survey carried out when purchasing the property\*

Please describe the nature of the claim and provide colour photographs if there is any physical damage evident. Please note we are unable to return any photographs. Please provide additional details on a separate sheet if necessary \*

How long has the damage been evident?	Years	<input type="text"/>	Months	<input type="text"/>
---------------------------------------	-------	----------------------	--------	----------------------

Does your claim relate to water ingress?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
--	-----	--------------------------	----	--------------------------

Does your claim relate to any common parts? (Common parts are areas of general use in a multi ownership building)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
--	-----	--------------------------	----	--------------------------

If 'Yes' please provide a copy of your lease agreement\*

Have you had any reports carried out in respect of the damage* or quotations to rectify the damage?*	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
---	-----	--------------------------	----	--------------------------

Are you holding any retention monies over the property? (i.e. you have withheld some of the purchase money until the Developer rectifies certain issues). If yes, please confirm the amount retained and the reason for the retention	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
---	-----	--------------------------	----	--------------------------

Have you negotiated a price reduction against the purchase price of your property? If yes, please advise the amount of the reduction, and the reason for the reduction.

Has any building work been carried out on this property since its completion?      Yes            No     

If 'Yes', please provide full details of the building work that has been carried out, together with the date of this work.\*

Have you claimed for the damage identified within this form under any other insurance policy?      Yes            No     

**DECLARATION**

I agree that by completing this claim form to the Scheme Administrator, MD Insurance Services Limited, saving and processing the information provided. Further details about how we process your information is available within our privacy statement on our website.

I confirm that if I exaggerate any part of the claim, or make any false declaration or statement, I shall not be entitled to receive any benefit under the Policy. Furthermore, I accept that any such action may render me liable to prosecution.

I agree to the passing of my relevant personal information, when necessary, for this claim (e.g. name, address, telephone number) to the following third parties; Insurers/Underwriters', loss adjusters, lawyers, fraud prevention agencies, remedial works contractors, surveyors or other building professionals to help assist in the settlement of the claim.

I confirm that you may seek information from other sources, including other Insurers, to substantiate the answers I have given and that all information supplied is true in every respect to the best of my knowledge.

I understand that undue delay in submitting this form, or any other reasonably requested documentation, is in contravention of a policy condition and may prejudice my final settlement and any legal rights of recovery against another party. Such action may influence the Underwriters' when considering the provision of indemnity under the terms of the Policy.

I confirm that in the event of any occurrence which may give rise to a claim under this Policy, the Underwriter and its agents (including the Developer, Builder and / or their subcontractors) shall, with the permission of yourself, be entitled to enter the Home in order to carry out rectification works or the complete or partial rebuilding of the Home. If you unreasonably withhold such permission, then you shall be responsible for any additional costs caused by the delay in carrying out such works and agree that the Underwriter has the sole option to void the Policy from inception.

I agree that If it is possible for the Underwriters' to recover monies from parties deemed responsible for this claim for which cover has been provided for under the terms of the policy, I will cooperate fully with you in any recovery attempt you make. I understand you will pay all associated costs associated with the recovery of your outlay.

I will not take any action that may prejudice Underwriters' position in relation to recovery rights, I will advise you of any actions I am taking against another party relevant to the claim and I will not instigate proceedings to recover compensation arising from any incident to which the Policy applies without prior consultation with the Scheme Administrator.

I confirm I have read and understood this declaration.

Signed

Print Name

Date