



## INSURANCE BACKED GUARANTEE

For Damp Proofing, Timber Treatment, Wall Ties, Lateral Restraints, Structural Waterproofing, Concrete Repairs, Underpinning, External Water Repellent, Flooring Screeds and/or Roofing.

## POLICY OF INSURANCE

This is a contract of insurance and in consideration of the payment of the premium the **Insurer**, subject to the terms, conditions and exclusions, will provide insurance cover as described in this **Policy**.

#### **DEFINITIONS**

When the following words and phrases appear they have been given the meanings below. These words are highlighted by the use of bold print.

Above Ground Membrane means the installation of a membrane to an appropriate height above ground, against a wall displaying Rising

Damp, in order to prevent the damp penetrating any subsequently applied coating;

Approved Roofing

Manufacturer/Distributor

means a manufacturer or a distributor whose products and training regimes have been accepted as suitable for insurance:

insurance;

Ceased to Trade means ceased to trade by reason of Liquidation, Receivership, Administration, Strike-Off or Dissolution in respect

of a Limited Company or Limited Liability Partnership; Bankruptcy, Retirement, total incapacity or death of the principal(s) in the case of a Sole Trader or Partnership, or any other reason where suitable proof can be exhibited

to the Insurer to confirm that the Contractor is no longer trading in any shape or form;

Claims Administrator means Warranty Services Ltd, trading as QANW, of PO Box 26332, Ayr, KA7 9BJ;

Claim Survey Fee means the fee the Insured must pay at the time of making a claim. The fee at the Commencement Date of this Policy is £100. Such Claim Survey Fee may be increased during the Period of Insurance at the Claims Administrator

or **Insurers** option, by up to an amount of 2.5% per annum for each completed year of the **Policy** since the **Commencement Date**, to reflect increased inspection costs. In the event of a valid claim, the **Claim Survey Fee** will be returned to the **Insured**. In the event of a claim not being accepted or provided for under this **Policy** by the

 $\textbf{Insurer}, the \textbf{Claim Survey Fee} \ will be \ retained \ to \ cover \ the \ cost \ of \ the \ inspection \ carried \ out.$ 

Commencement Date means the start of the Period of Insurance as shown in the Schedule;

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 **Policy** 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 **Policy**, 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;

Contract Price means the amount shown in the Schedule, which is the cost to originally install the Insured Works;

**Excess** means the first amount of each claim for which the **Insurer** is not liable and shall be borne by the **Insured**;

External Water Repellent means the application to walls of a water repellent chemical designed to prevent penetrating dampness above

ground level;

Flooring Screed means a Polyurethane RT Screed laid to the manufacturer's specification;

Infestation means active attack by wood-boring beetle or wood-rotting fungi;

Insured means the owner of the Property shown in the Schedule;

**Insured Works** means the works undertaken by the Contractor at the Property and described on the Schedule and in the

Contractor's Report.

means Guarantee Protection Insurance Ltd of 14 Castle Street, Liverpool, L2 ONE; Insurer

**Lateral Restraint** means the stabilisation and reinforcement of an area of masonry using fixings that, when installed in accordance

with the manufacturer/approved designer's specification, will prevent any future significant lateral movement of

the restrained structural element;

Long term Guarantee means the guarantee or warranty issued by the Contractor in respect of the Insured Works;

**Policy** means this contract of insurance between the Insured and the Insurer;

means the building or structure, with the property address set out in the Schedule, owned by the Insured and Property

where the Insured Works are situated;

means water from the ground rising into walls above ground level by means of capillary action; **Rising Damp** 

**Roofing Contractor** means a contractor who has attended the training course of an Approved Roofing Manufacturer/ Distributor and

whose name is entered on the Insurer's register of approved contractor

**Roofing Installation** means the installation of a Roofing Membrane by a Roofing Contractor in accordance with the specification laid

down in the Approved Roofing Manufacturer/Distributor's technical literature;

means a membrane approved by the Insurer as being suitable for a Roofing Installation and supplied by an **Roofing Membrane** 

Approved Roofing Manufacturer/Distributor;

Contractor means a service oganisation whose name is entered on the Insurer's register of approved contractors at the

Commencement Date;

means the invoice issued by the Contractor on completion of the Insured Works or for stage payments Contractor's Receipted

in respect of the Insured Works, which add up to the full value of the Insured Works, duly receipted;

Contractor's Report means the report submitted by the Contractor 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;

means the waterproofing of a structure partly or wholly below ground by means of approved cementitious or Structural Waterproofing

means supporting the foundations and fabric of a building by insertion into the substructure of specialist concrete Underpinning

products to an engineer calculated specification;

Wall Tie 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

#### THE INSURANCE COVER

Invoice

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, conditions, and exclusions of the Long Term Guarantee and of this Policy if the Contractor 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:

- commencement, continuance or recurrence of Infestation in any of the timber treated against Infestation or re-infestation in the Insured
- recurrence of Rising Damp in any of the walls in which the installation of chemical or physical damp-proof course, Above Ground Membrane or approved electro-osmotic system for the cure or prevention of such damp was provided; or
- failure of the remedial Wall Tie installation; or
- failure of the remedial Lateral Restraint installation; or
- breakdown of the External Water Repellent Membrane; or
- breakdown of the Structural Waterproofing insured; or
- breakdown of the Concrete Repair insured; or
- failure of the Roofing Membrane; or
- failure of the Roofing Installation; or
- 10. failure of the Flooring Screed; or
- failure of the Underpinning.

#### PERIOD OF INSURANCE

From the Commencement Date and expiring after 10 years or any lesser period specified in the Contractor's Long Term Guarantee.

#### LIMITS OF INDEMNITY

The liability of the Insurer for all claims in the aggregate under this Policy shall not exceed 120% of the original Contract Price as shown in the Schedule.

#### **EXCESS**

The Excess for each and every claim is the first £50 other than for Structural Waterproofing where the Excess is 10% of the Contract Price as shown in the Schedule subject to a minimum of £50 and a maximum of £500. This will be required to be paid in addition to the Claim Survey Fee (See definition of Claim Survey Fee and the "Making a Claim" section).

#### **EXCLUSIONS**

This Policy does not cover:

- 1. The Excess in respect of each and every claim, that shall be borne by the Insured;
- 2. Any works or part of the works for which the Contractor has issued no valid Long Term Guarantee;
- 3. Limited treatments that are noted in the **Contractor's Report** but which are 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. Defects which arise as a result of the failure to carry out any recommendations given by the Contractor in writing which are the responsibility of the Insured to have carried out within 12 weeks of completion of the Insured Works and can be evidenced by a dated and receipted invoice from an appropriate contractor;
- 6. Any work undertaken without the prior consent of the Claims Administrator on behalf of the Insurer;
- 7. Deterioration of the Insured Works occurring after a defect became apparent to the Insured and before it was reported;
- 8. Defects arising from the failure of the **Insured** 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 **Insured Works** to cure dampness have been interfered with or altered in any way after their completion;
- 12. In the event of a recurrence of **Rising Damp**, consequential fungal decay of adjacent timbers unless these formed part of the **Insured Works** that were undertaken and are covered by this **Policy**;
- 13. Consequential Losses of any kind whatsoever;
- 14. Any damage to the **Property** or the **Insured Works** caused by 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 a Structural Waterproofing installation;
- 16. The failure of **Structural Waterproofing** due to structural failure of the substrate in relation to cementitious systems. However, inadequate or incorrect substrate preparation is not excluded;
- 17. Those areas that have not been treated or are not part of the Insured Works;
- 18. Defects which arise where the Roofing Membrane is subject to traffic other than occasional light foot traffic;
- Defects which arise as a result of the Roofing Membrane not being maintained in accordance with the Approved Roofing Manufacturer/ Distributor's recommendations;
- 20. Defects caused due to the Roofing Membrane not being kept clear of moss, lichens and similar growths;
- 21. Defects caused by gutters and run offs not being kept clear of any clogging debris;
- 22. Accidental damage to the Insured Works;
- 23. Defects caused by the failure of the existing structure.

#### **CONDITIONS**

- 1. If in addition to the Insured Works completed by the Contractor, there are other works identified in the Contractor's Report that are to be undertaken by other parties, such other works must be completed within the time specified in the Contractor's Report (or within 12 weeks of the completion of the Insured Works if no other specific time period is specified in the Contractor's Report) and proof of this, by way of a dated and receipted invoice from an appropriate contractor, must be provided to support any claim.
- 2. All benefit under this **Policy** is forfeited if a fraudulent, attempted fraudulent, misleading or exaggerated claim is made, no refund of premium will be made and the **Insurer** may seek to recover the costs of any claims already settled.
- 3. The **Property** must be kept 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**).
- 4. Any pumps or other electrical appliances which are part of any **Structural Waterproofing** (though may be specifically excluded from the **Long Term Guarantee** and consequently this **Policy**) must be serviced on an annual basis by the **Contractor** together with the appropriate servicing of the installation such as jetting or in the event of the **Contractor** no longer being in business, such other contractor as shall be approved by **Insurer** in writing.
- 5. The invalidity, illegality or unenforceability of any provision of this **Policy** shall not affect the continuation in force of the remainder of this **Policy**.
- 6. A person who is not a 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** address, as specified in the Schedule.
- 7. This **Policy** shall be governed by the Law in which the **Property** is situated.

#### TRANSFERABILITY

The benefits of this **Policy** will automatically pass to any subsequent owners of the **Property**. No endorsement is needed and/or confirmation will not be provided.

## CANCELLATION

The **Insured** may cancel this **Policy** within 14 days of receipt of the **Policy** Document by providing written notice to the **Insurer** at The Administration Department, Guarantee Protection Insurance Ltd, PO Box 26332, Ayr, KA7 9BJ whereby a full return of premium shall be provided where no claim has been made. It should be noted that where the **Policy** is cancelled after the 14 day period, no return of premium can be given.

#### **ENQUIRIES AND COMPLAINTS**

Any enquiry the **Insured** may have regarding this **Policy** should be addressed to the **Insurer** at The Administration Department, Guarantee Protection Insurance Ltd, PO Box 26332, Ayr, KA7 9BJ. Please quote the **Policy** Number shown in the Schedule so that the enquiry can be dealt with as quickly as nossible.

If the **Insured** wishes to make a complaint regarding this **Policy** they should write to the **Insurer** at The Complaints Department, Guarantee Protection Insurance Ltd, PO Box 26332, Ayr, KA7 9BJ.

Should the matter remain unresolved thereafter, the **Insured** may then refer their complaint to the Financial Ombudsman Service in writing to FOS, Exchange Tower, London, E14 9SR; via telephone on 0800 023 4567 or the **Insured** can visit the Financial Ombudsman Service's website at <u>www.financial-ombudsman.org.uk</u>.

There are some instances where the Financial Ombudsman Service is unable to consider complaints. This procedure will not prejudice the **Insured's** right to take legal proceedings.

#### FINANCIAL SERVICES COMPENSATION SCHEME

This **Policy** is underwritten by Guarantee Protection Insurance Ltd (the **Insurer**), Registered Office:14 Castle Street, Liverpool, L2 ONE. Company Registered Number 03326800.

The **Insurer** is a member of the Financial Services Compensation Scheme. The **Insured**, may be entitled to compensation from the scheme if the **Insurer** is unable to meet its obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS, 10<sup>th</sup> Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, United Kingdom.

Telephone Number: 020 7741 4100 - Website: www.fscs.org.uk

#### **MAKING A CLAIM**

In order to submit a claim form the **Insured** must contact the **Claims Administrator** within 30 days via e-mail to <u>claims@ganw.co.uk</u>; or in writing to The Claims Department, QANW, PO Box 26332, Ayr, KA7 9BJ or by Telephone during office hours on 01292 268020

The Claims Administrator will expect the Insured to be able to:

- 1. Verify that the Contractor has Ceased to Trade and that another party is not providing the benefits under the Long Term Guarantee; and
- 2. Confirm that the following original documents are available as these will be required to enable any claim to be authenticated:
  - (i) the Contractor's Report(s), estimate and any drawings; and
  - (ii) the Contractor's Long Term Guarantee; and
  - (iii) the Contractor's Receipted Invoice or proof of payment; and
  - (iv) where a pump or pumps and gulleys leading to the sumps are part of the installation, proof of appropriate annual servicing and jetting records must be produced.

The **Insured** will be required to pay a **Claim Survey Fee** to cover preliminary investigation on site as well as the applicable Excess. The **Claim Survey Fee** will be refunded in full if the claim is found to be valid but the **Excess** will be retained by the **Insurer**. If the claim is not accepted, or is found to be invalid, the **Claim Survey Fee** will be retained by the **Insurer** to cover the **cost** of inspection but the **Excess** paid will be returned.

The Claims Administrator on behalf of the Insurer will arrange for the Insured Works to be inspected at a mutually convenient time. If the claim falls within the Long Term Guarantee and is covered by this Policy, the Claims Administrator will arrange for a contractor to carry out, without further charge to the Insured but subject to the Limits of Indemnity under the Policy, such remedial works to which the Insured is entitled under this Policy to remedy the Insured Works. The cost of any remedial work carried out without the prior consent of the Claims Administrator on behalf of the Insurer will not be met.

#### DISCLOSURE

If this **Policy** was purchased for reasons unrelated to the **Insured's** trade, business or profession: Subject to Section 2 of the Consumer Insurance (Disclosure and Representations) Act 2012, it is the **Insured's** duty to have taken reasonable care not to make a misrepresentation to the **Insurer**. Either a deliberate, reckless, or careless misrepresentation made by the **Insured** may entitle the **Insurer** to seek remedies from the **Insured** in respect of any claims paid.

If this **Policy** was purchased for reasons related to the **Insured's** trade, business or profession: Subject to Section 3 of the Insurance Act 2015, it is the **Insured's** duty to have made a fair presentation of the risk to the **Insurer**. A qualifying breach of fair presentation made by the **Insured** may entitle **the Insurer** to seek remedies from the **Insured** in respect of any claims paid.

## **HOW DO WE PROTECT YOUR DATA?**

We respect your privacy rights and your rights as a data subject. We will manage and protect your data accordingly, whilst it is in our hands, in accordance with all applicable data protection legislation. Please either click the following link or alternatively type the URL into Your internet browser, in order to view our privacy notice <a href="https://documentation.gp-insurance.co.uk">https://documentation.gp-insurance.co.uk</a>.

CGS Policy 1 V3 Internal 0918

# About our insurance services when providing you with an Insurance Backed Guarantee



#### Who are we?

Guarantee Protection Insurance Ltd trading as CGS is an insurance company and we arrange, effect and administer contracts of insurance for our customers. We may be contacted by writing to: GPI, PO Box 26332, Ayr, KA7 9BJ; via e-mail to info@gp-insurance.co.uk; or by telephoning 01292 268020 during office hours.

## How are we regulated?

Guarantee Protection Insurance Ltd trading as CGS is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The Financial Conduct Authority is the independent watchdog who regulates the conduct of financial services firms in the UK. Our firm reference number is 207658. You can check this by visiting the Financial Services Register at https://register.fca.org.uk or by contacting the FCA by telephoning 0800 111 6768.

## Which service will we provide you with?

We provide our insurance products on a "non-advised" basis. This means that you will not receive advice or a recommendation from us as to whether or not a product is suitable for your circumstances. We do collect information in order to help ensure that the product you are provided with meets your apparent demands and needs.

## Do we charge a fee for this service?

We do not charge you a fee for this service.

## Which insurance products do we provide?

We provide an Insurance Backed Guarantee, which is our own product that we underwrite. We do not offer products from any other insurer.

An Insurance Backed Guarantee is an insurance product which is designed to meet the demands and needs of those who have had property care work (involving at least one of the following work types; damp proofing, timber treatment, wall tie, lateral restraint, structural waterproofing, concrete repairs, underpinning, external water repellent, flooring screeds and/or roofing) carried out at their property and require insurance protection in the event that the installing contractor (service organisation) completes the property care work, but is consequently unable to honour the terms of their own long-term guarantee due to having ceased to trade.

# How do we help ensure that an Insurance Backed Guarantee meets your needs?

The contractor who you have contracted with to carry out property care work at your property provided information about your contract to us. This information includes the type of work that has been undertaken, the contract value of the work, and the completion date of the work. This information is used to generate a policy of insurance which is suitable for meeting the needs of a person who has had such property care work carried out.

## On whose behalf do we act?

Guarantee Protection Insurance Ltd trading as CGS acts on our own behalf when arranging and administering an Insurance Backed Guarantee or when handling any claim under an Insurance Backed Guarantee.

#### How are we owned and operated?

100% of the share capital of Guarantee Protection Insurance Ltd is owned by Kinnell Holdings Ltd.

#### How are we remunerated?

In respect of an Insurance Backed Guarantee; Guarantee Protection Insurance Ltd trading as CGS collects the full insurance premium from your contractor when they apply for the Insurance Backed Guarantee. Your contractor will retain the administration fee that they charge relating to the provision of an Insurance Backed Guarantee.

Our staff are remunerated on a salary basis and do not receive commission in respect of the sales of an Insurance Backed Guarantee.

## What to do if you have a complaint?

If you wish to register a complaint about our services, please contact us. We may be contacted by writing to GPI, PO Box 26332, Ayr, KA7 9BJ; via e-mail to complaints@gp-insurance.co.uk; or by telephoning 01292 268020 during office hours.



# Insurance Backed Guarantee Insurance Product Information Document



Company: Guarantee Protection Insurance Ltd Product: Insurance Backed Guarantee

Guarantee Protection Insurance Ltd trading as CGS is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, in the UK.

Our Firm Reference Number is 207658.

This Insurance Product Information Document is only intended to provide a summary of the main coverage provided by an Insurance Backed Guarantee and also to highlight the significant policy exclusions; it is not personalised to any specific individual needs in any way. Complete pre-contractual and contractual information on the product is provided in the Policy of Insurance document.

# What is this type of insurance?

An Insurance Backed Guarantee is an insurance product which is designed to meet the demands and needs of those who have had property care work (involving at least one of the following work types; damp proofing, timber treatment, wall tie, lateral restraint, structural waterproofing, concrete repairs, underpinning, external water repellent, flooring screeds and/or roofing) carried out at their property and require insurance protection in the event that the installing contractor (service organisation) completes the property care work, but is consequently unable to honour the terms of their own long-term guarantee due to having ceased to trade.



# What is insured?

- An Insurance Backed Guarantee will protect the insured against the unforeseen costs that they might incur in order to carry out necessary remedial works, in the event that the original contractor (service organisation) has ceased to trade and is unable to honour the terms of their long-term guarantee.
- ▼ The remedial works covered by an Insurance Backed Guarantee will specifically relate to:
- commencement, continuance or recurrence of infestation in any of the timber treated against infestation or re-infestation in the insured works; or
- recurrence of rising damp in any of the walls in which the installation of chemical or physical damp-proof course, above ground membrane or approved electroosmotic system for the cure or prevention of such damp was provided; or
- failure of the remedial wall tie installation; or
- failure of the remedial lateral restraint installation; or
- breakdown of the external water repellent membrane; or
- breakdown of the structural waterproofing insured; or
- breakdown of the concrete repair insured; or
- failure of the roofing membrane; or
- failure of the roofing installation; or
- failure of the flooring screed; or
- failure of the underpinning.
- The maximum amount payable in respect of all claims made against an Insurance Backed Guarantee is the contract price (which is stated on the Schedule) plus 20%.



# What is not insured?

An Insurance Backed Guarantee does not provide cover for:

- any loss or remedial works required that would not have been carried out by the contractor under the terms of their own long-term guarantee; or that do not relate to the insured works originally undertaken by the contractor.
- any loss or damage where the contractor has not ceased to trade, and the insured is able to pursue them for their loss.
- any monetary amount which is above the limits of indemnity of the policy. The limit of indemnity of the policy is the contract price (which is detailed on the Schedule) plus 20%.
- the first £50 of each claim that the insured makes against an Insurance Backed Guarantee, which is the Excess.
- any loss or damage that does not specifically relate to appropriate remedial works to the insured works, such as damage to furniture or equipment, loss of profits, interest, business or goodwill, the costs and expenses of re-decoration, re-painting or re-tiling work, the costs and expenses of the removal and/or replacement of any cupboards, carpets or any other furniture, or any other fixtures or fittings.



# Are there any restrictions on cover?

- The cover provided by an Insurance Backed Guarantee is provided on the basis that the contractor has issued a long-term guarantee to the insured. The insured will be required to provide a copy of a long-term guarantee to the claims administrator QANW in the event of a claim. It is important for the insured to be aware that if they have not been issued with a long-term guarantee by the contractor, they may not be able to make a claim. Where the insured does not have a long-term guarantee issued to them within 30 days of the property care works being completed, they should request a copy from the contractor as a matter of urgency.
- In the insured must also be able to evidence the insured works undertaken and must be able to supply appropriate documentation when submitting a claim e.g. the contractors report, drawings and any invoices.



# Where am I covered?

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An Insurance Backed Guarantee applies only to insured works situated within England, Wales, Scotland, and Northern Ireland.



# What are my obligations?

- The insured must pay the premium for an Insurance Backed Guarantee; and also, must pay the full contract price (including any agreed retention in due course) to the contractor in relation to the insured works.
- The insured needs to check that the information shown within the Schedule of their Insurance Backed Guarantee is correct. If the information shown is correct they do not need to take any action. However, if it is incorrect, they should contact GPI to advise of the amendments that may be required. GPI may ask that the policy documentation is returned for amendment.
- The insured is obliged to keep the property that the insured works is situated in, in a dry and weatherproof condition and in a good and proper state of maintenance.
- Any pump or electrical equipment forming part of the insured works must be regularly maintained under a
  continuous contract in accordance with any specification set out by the contractor.
- If the insured identifies a defect in the insured works, they should immediately report this to the contractor, who is obliged to honour the terms of their long-term guarantee for its duration.
- If the insured identifies a defect in the insured works and they cannot contact the contractor, and find that they have ceased to trade, they should contact the claims administrator QANW within 30 days by e-mailing claims@qanw.co.uk in order to intimate a claim. Alternatively, QANW can be contacted by telephoning 01292 268020 during office hours or in writing to The Claims Department, QANW, PO Box 26332, Ayr, KA7 9BJ.



# When and how do I pay?

When you decide that you wish to purchase an Insurance Backed Guarantee, you should pay the one-off premium to your contractor. GPI collects the full insurance premium from your contractor when they apply for an Insurance Backed Guarantee.

Your contractor will retain any administration fee that they charge relating to the provision of an Insurance Backed Guarantee.

A claim survey fee of £100 is payable by the insured upon presentation of a completed claim form. GPI will use this money to instruct an alternative firm to undertake an investigation into the claim. If the investigation establishes that a claim is admissible under the terms of an Insurance Backed Guarantee the £100 will be refunded to the insured, less any excess applicable (which is the insured's contribution towards a claim).



#### When does the cover start and end?

Cover becomes effective on the Commencement Date, which is detailed on the Schedule, and shall run for a period of 10 years, or the period stated in the contractor's long-term guarantee, whichever is the lesser of those periods.



# How do I cancel the contract?

The insured has the right to cancel an Insurance Backed Guarantee within 14 days of receipt, if they decide that it is not required. They can do so by providing written notice to Guarantee Protection Insurance Ltd of PO Box 26332, Ayr, KA7 9BJ. When doing so, they should return the policy documentation to GPI, who will confirm both receipt and cancellation of cover to the insured and arrange for a full refund of premium.

If the insured wishes to cancel an Insurance Backed Guarantee after 14 days of receipt, there will be no return of premium.

If an Insurance Backed Guarantee is cancelled, no claim can be made at any time in the future.

Guarantee Protection Insurance Ltd is registered in England as a Limited Company, with the registered address of 14 Castle Street, Liverpool, L2 0NE. Company registration number 03326800.

Guarantee Protection Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Firm Reference Number 207658. VAT Registration Number: 974964555