

Mr Christoforou
St. Catherines New North Road
EXETER
EX4 4AG

31 October 2020

Certificate of Insurance

This certificate is evidence that the Person Insured, as detailed below, is entitled to the benefit of the policy provided the Administrator has received the premium and the Contractor is still trading at the Policy Start date.

General Details	
Administrator	HomePro Insurance
Insurer	Guarantee Protection Insurance Ltd
Certificate Number	1379231
Person Insured	Mr Christoforou
Contract Location	St. Catherines New North Road EXETER EX4 4AG
Level of Cover	Value
Contractor	D & R Design Ltd
Membership Number	521491
Insured Works	Double Glazed
Completion Date	25/09/2020

In all respects the terms and conditions of the policy shall prevail.

Warranty Cover	
Period of Insurance	10 years or the period of the contractors own written guarantee, whichever is the lesser
Sum Insured	£8568
Excess	£50

Please read carefully the enclosed terms & conditions and information about the claims and the complaints process. If you did not receive a copy of these terms & conditions with this letter, or if you have any other queries, please contact the team on the number above, quoting your certificate number, and we will send one out to you.

For and on behalf of the Administrator

Yours Sincerely

Dan Barber

Managing Director

Warranty Insurance - Policy of Insurance Terms & Conditions

1 Important Information

- 1.1 This Policy of Insurance, the Certificate of Insurance and the Policy Summary set out the terms of the insurance contract between the **Person Insured** and the **Insurer** and should be read as one document. The **Person Insured** should read through this document to ensure that it is suitable for their needs. In respect of this Policy of Insurance, all enquiries regarding cover should initially be directed to the **Administrator**. The **Person Insured** should check that the information shown within the Schedule is correct. If the information shown is correct, no action is required however, if it is not correct, the **Policy Holder** should contact the **Administrator** to advise the amendments that may be required. The **Administrator** may ask that all Policy documentation is returned for amendment. For the **Person Insured** to be eligible to benefit from the cover provided by this insurance, the **Person Insured** must have contracted with the **Contractor** for the provision of the **Insured Works** shown in the Certificate of Insurance. As part of the claims process, the **Insurer** will expect the **Person Insured** to supply a copy of a contract or specification of work evidencing the **Insured Works** as well as a copy of the **Written Guarantee** provided in respect of the **Insured Works**. Should the **Person Insured** be unable to supply such evidence and in particular a copy of the **Written Guarantee**, the **Insurer** may decline the claim.

2 Policy Definitions

- 2.1 “**Administrator**” means HomePro Insurance of Suite 40b, Port of Liverpool Building, Pier Head, Liverpool L3 1BY.
- 2.2 “**Alternative Firm**” means a replacement supplier or installer instructed by the **Insurer** to rectify a **Defect** to the **Insured Works**.
- 2.3 “**Building Regulations**” means the Building Regulations of the jurisdiction in which the **Insured Works** are located at the time of the **Completion Date**.
- 2.4 “**Ceased Trading**” means having ceasing to trade by reason of Liquidation (whether voluntary or involuntary), Receivership, Administration, Strike-Off or Dissolution in respect of a Limited company, 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.
- 2.5 “**Claims Administrator**” means Warranty Services Ltd of PO Box 26332, Ayr KA7 9BJ.
- 2.6 “**Competent Person**” means an individual or enterprise who has joined a scheme which permits individuals and enterprises to self-certify that their work complies with the Building Regulations, as an alternative to either submitting a building notice; using an approved inspector through Local Authority Building Control; or some other means of complying with the **Building Regulations**.
- 2.7 “**Completion Date**” means the date on which the **Insured Works** were fully completed to the **Policy Holder's** entire satisfaction and all monies were paid across to the **Contractor** (with the exception of any agreed retention), and also the date upon which the **Written Guarantee** becomes effective.
- 2.8 “**Contractor**” means the supplier or installer of the **Insured Works** named on the Certificate of Insurance, who has issued the **Written Guarantee** to the **Person Insured**, and where applicable is a **Competent Person**.
- 2.9 “**Contract Value**” means the price inclusive of VAT agreed between the **Contractor** and the **Person Insured** in respect of the **Insured Works**.
- 2.10 “**Defect**” means a physical fault or error in the **Insured Works** which was caused by the defective workmanship of the **Contractor** or defective materials which were supplied by the **Contractor**, but which will only form the basis of a valid claim where it is specifically stated as being an item covered by the **Written Guarantee** provided to the **Policy Holder** by the **Contractor**.
- 2.11 “**Excess**” means the first amount of £50 in respect of each and every claim, for which the **Person Insured** is responsible.
- 2.12 “**Insured Works**” means the work carried out by the **Contractor** on behalf of the **Person Insured**, which can be evidenced by a contract or specification of work and is shown in the Schedule, and for which the **Written Guarantee** was issued to the **Policy Holder** in respect of.
- 2.13 “**Insurer**” means Guarantee Protection Insurance Ltd, 14 Castle Street, Liverpool L2 ONE.
- 2.14 “**Person Insured**” means a person or body corporate named on the Schedule.
- 2.15 “**Written Guarantee**” means the written commitment to rectify a **Defect** in the **Insured Works** issued by the **Contractor** to the **Person Insured**.

3 Policy Benefits

- 3.1 The **Insurer** agrees to indemnify the **Person Insured** in respect of the cost of making good a **Defect** in the **Insured Works** at the Location of Installation where the **Contractor** has **Ceased Trading** and is unable to honour the terms of their own **Written Guarantee** issued to the **Person Insured**. A **Defect** is considered to be a physical fault or error in the **Insured Works** which was caused by the defective workmanship of the **Contractor** or defective materials which were supplied by the **Contractor**, but which will only form the basis of a valid claim where it is specifically stated as being covered by the **Written Guarantee** provided to the **Person Insured** by the **Contractor**. The **Insurer** also agrees to indemnify the **Person Insured** in respect of the cost of making good a breach of the **Building Regulations** in the **Insured Works** at the Location of Installation where the **Contractor** has **Ceased Trading** and is unable to honour their obligations as a **Competent Person**. This element of cover only applies to replacement windows, doors, roof lights and roof windows installed within an existing domestic dwelling, and where the **Contractor** has, as a **Competent Person**, self-certified the **Insured Works** as being compliant with the **Building Regulations**.

4 The Period of this Insurance

- 4.1 This Policy of Insurance shall become effective on the **Completion Date** and shall run for a period of 10 years, or the period stated in the **Contractor's Written Guarantee**, whichever is the lesser period.

5 Limit of Indemnity of the Policy

- 5.1 The maximum amount payable in respect of all claims made against this Policy shall not exceed the **Contract Value** as stated in the Certificate of Insurance. Any costs incurred that amount to more than the Limit of Indemnity of this Policy shall be the responsibility of the **Person Insured**.

6 Cancellation Rights

- 6.1 The **Person Insured** may cancel this Policy within 14 days of receipt by providing written notice to the **Administrator**, at the address detailed on the front of this document. Where this occurs an administration fee of £15 will be deducted from any return of premium due. However, where this Policy was purchased on the **Person Insured's** behalf by a third party, no return of premium can be given.

7 Policy Exclusions

- 7.1 any loss that would not have been recoverable under the **Contractor's Written Guarantee**;
- 7.2 any loss or damage where the **Person Insured** is unable to supply a **Written Guarantee**;
- 7.3 any loss or damage where the **Contractor** has not **Ceased Trading**;
- 7.4 Any loss incurred by the **Person Insured** which is above the Limit of Indemnity of this Policy;
- 7.5 the first £50 of each and every claim under this policy, which shall be known as the **Excess**;
- 7.6 any loss or damage that does not relate specifically to the physical rectification of the **Insured Works**;
- 7.7 any loss or damage to the **Person Insured's** property caused by the **Contractor** which do not form part of the **Insured Works**;
- 7.8 the cost of routine maintenance, overhaul or modifications to the **Insured Works** or loss or damage arising therefrom;
- 7.9 any loss or damage to the **Insured Works** caused by any peril capable of being insured under a commercial property, household or similar policy of insurance, including but not limited to fire, lightning, explosion, storm, tempest, flood, malicious damage, accidental damage, subsidence, landslide or heave, whether or not such insurance is effective or in force at the time;
- 7.10 any loss incurred by the **Person Insured** for which compensation or recourse is provided by legislation, particularly where the **Person Insured** has made payment to the **Contractor** via a credit card or finance agreement, and has rights under the Consumer Credit Act 1974;
- 7.11 any loss of use, consequential loss or any other costs that are directly or indirectly caused by the event which led to a claim, unless specifically stated in this Policy;
- 7.12 any loss or damage caused by fair wear and tear or the discolouration of the **Insured Works**;
- 7.13 any loss or damage which is due to a neglect in the maintenance of the **Insured Works**;
- 7.14 any loss or damage to the **Insured Works** in respect of items of door and window furniture, locks, hinges, handles, tracks, runners, mountings, mechanisms and trims where that **Defect** becomes apparent more than 2 years after the **Completion Date**, unless the **Written Guarantee** explicitly states that an item of this nature is covered for a longer period;
- 7.15 breakage of glass for any reason;
- 7.16 the rectification of the defective design of the **Insured Works**;
- 7.17 any remedial work which may be the subject of a claim under this Policy undertaken to the **Insured Works** without the consent of the **Claims Administrator** on behalf of the **Insurer**;
- 7.18 any **Defect** discovered or reported to the **Contractor** more than 6 months before the **Contractor Ceased Trading**;
- 7.19 any loss or damage to the **Insured Works** in respect of any brick work, base work, foundations or below ground level structural works, where that loss or damage becomes apparent more than 2 years after the **Completion Date**;

8 Policy Conditions

- 8.1 The **Insurer** does not warrant that the **Insured Works** are safe, is not obliged to undertake any safety inspections and will not perform the duty of any person or enterprise to provide for the health and safety of workers or a member of the public.
- 8.2 The **Insurer** does not purport to provide an emergency response service in respect of this insurance.
- 8.3 In the event of any loss or damage occurring, the **Insurer** may at their option repair, replace or pay in cash the amount of the loss or damage. Where any betterment occurs as part of a claim, the **Policy Holder** shall be responsible for the extra costs involved in respect of that betterment.
- 8.4 The **Insurer** shall have the right to inspect the **Insured Works** and the **Person Insured** shall provide to the **Insurer** at their own expense in writing all details of any claim, specifically including the **Written Guarantee**, together with such proofs, explanations and other evidence as may reasonably be required by the **Insurer**.
- 8.5 The **Person Insured** shall take all reasonable precautions to avoid losses that are or may be recoverable under this insurance.
- 8.6 The **Person Insured's** benefit under this insurance will be forfeited if the **Person Insured** or anyone acting on their behalf knowingly makes a fraudulent claim.
- 8.7 The **Insurer** may at its expense take such proceedings as it sees fit in the name of the **Person Insured** to enforce any rights and remedies against or obtain relief or indemnity from other parties to which the **Insurer** shall be or may become entitled or subrogated under this insurance and the **Person Insured** shall at the request and expense of the **Insurer** do such acts and things as may reasonably be required by the **Insurer**.
- 8.8 This contract of insurance shall be governed by the laws of England and Wales and both the **Person Insured** and the **Insurer** shall submit to the jurisdiction of the courts of England and Wales.
- 8.9 All repairs which form part of a valid claim must be undertaken by an **Alternative Firm** instructed by the **Claims Administrator** on behalf of the **Insurer**.

9 Transferability

- 9.1 The benefit of this insurance will pass to subsequent owners of the **Insured Works** upon payment of an Administration fee of £20 to the **Administrator** within 30 days of the transfer of ownership of the **Insured Works**, providing that the Contractor's **Written Guarantee** states that it is transferable. Where the **Written Guarantee** is transferable to a subsequent owner of the **Insured Works**, that subsequent owner must obtain a copy of the **Contractors Written Guarantee** and evidence this as part of any claim submission in order to be able to make a valid claim under this Policy. No replacement Policy requires to be issued. If the **Contractor's Written Guarantee** is not specifically stated to be transferable, this insurance shall also cease to be transferable on to any subsequent owner of the **Insured Works**.

10 Claims Procedure

- 10.1 In the event of a **Defect** arising in the **Insured Works** the matter should immediately be reported to the **Contractor**. Where the **Person Insured** finds that the **Contractor** has **Ceased Trading**, they should contact the **Administrator** for this insurance in writing at HomePro Insurance, Suite 40b, Port of Liverpool Building, Pier Head, Liverpool L3 1BY or by telephone during office hours on 0800 131 0123 in order to intimate a claim as soon as possible. Please note that failure to notify a claim as soon as possible could affect the outcome of a claim. As part of the claims process and in order to validate any claim, the **Administrator** will request that a claim form is completed by the **Person Insured** and returned to the **Claims Administrator** along with copies of the following documentation which will be required to be supplied by the **Person Insured**: A copy of this Policy of Insurance, a copy of the **Written Guarantee** provided by the **Contractor**, a copy of the contract between the **Person Insured** and the **Contractor** and any other information that may reasonably be required. The **Insurer** shall have the right to appoint an **Alternative Firm** to inspect the **Insured Works**. The **Insurer** may also at their option repair, replace or pay in cash the amount of the loss or damage proven as part of any claim submission. Where the **Claims Administrator** considers that a valid claim has been intimated, authorisation will be provided and the **Claims Administrator** will confirm what action is to be undertaken.

11 Enquiries and Complaints

- 11.1 Any enquiries that the **Person Insured** may have regarding this insurance should in the first instance be addressed to the **Administrator**, in writing at HomePro Insurance, Suite 40b, Port of Liverpool Building, Pier Head, Liverpool L3 1BY. Please quote the Certificate Number (shown in the Certificate of Insurance) so that the enquiry can be dealt with quickly. If the **Person Insured** wishes to make a complaint in relation to this Policy, they should write to the **Insurer** at The Complaints Department, Guarantee Protection Insurance Ltd, PO Box 26332, Ayr KA7 9BJ, where any complaint shall be considered and hopefully resolved. If the matter still remains unresolved, the **Person Insured** can then approach: The Financial Ombudsman Service, (FOS) Exchange Tower, London E14 9SR, or visit the Financial Ombudsman Service's website at www.financial-ombudsman.org.uk. There are some instances where the Financial Ombudsman Service is unable to consider complaints. This procedure will not prejudice the **Person Insured's** right to take

- legal proceedings.
- 12 **Disclosure Duties of the Policy Holder**
- 12.1 Subject to Section 2(2) of the Consumer Insurance (Disclosure and Representations) Act 2012, it is the duty of the **Person Insured** to take reasonable care not to make a misrepresentation to the **Insurer**. Either a deliberate, reckless, or careless misrepresentation made by the **Person Insured** may entitle the **Insurer** to avoid cover from inception and to seek repayment of any claims paid.
- 13 **Privacy and Data Protection Notice**
- 13.1 Guarantee Protection Insurance Limited and Homepro Limited ("Both Parties") are committed to protecting and respecting your privacy in accordance with the current Data Protection Legislation ("Legislation"). This notice sets out the basis on which both parties will process any personal data that both parties collect from you, or that you provide to both parties. For the purposes of the Legislation, Guarantee Protection Insurance Limited will qualify as the Data Controller and Homepro Limited will qualify as the Data Processor in relation to any personal data you supply to Both Parties. Below is a summary of the main ways in which Both Parties process your personal data, to see the full Privacy Policies please visit the following websites <https://www.qanw.co.uk/documents/website-privacy-notice.pdf> and <https://www.homepro.com/privacy-policy>
- 13.2 OUR PRIVACY PRINCIPLES: When Both Parties collect and use your personal information, it is kept no longer than is necessary, Both Parties ensure it is looked after properly and use it in accordance with Both Parties' privacy principles, Both Parties keep it safe and will never sell it.
- 13.3 INFORMATION WE MAY COLLECT OR RECEIVE ABOUT YOU: Both Parties may collect and process personal data that you provide directly to Both Parties by filling in forms, sending emails, over the phone or that Both Parties receive via third parties such as partners.
- 13.4 HOW WE USE YOUR INFORMATION: For the purposes of providing insurance, handling claims, research or statistical purposes and any other related purposes. Both Parties will also use your data to safeguard against fraud, money laundering and to meet general legal or regulatory obligations.
- 13.5 DISCLOSURE OF YOUR PERSONAL DATA: Both Parties may disclose your personal data to third parties involved in providing products or services to Both Parties, or to service providers who perform services on Both Parties' behalf, these include reinsurers, legal advisors, regulatory authorities and as may be required by law.
- 13.6 YOUR RIGHTS: You have the right to see a copy of the personal information Both Parties hold about you, to have your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask Both Parties to provide a copy of your data to any controller and to lodge a complaint with the local data protection authority: Guarantee Protection Insurance Limited as Data Controller is responsible for your personal data and our full details (including registration and address details) can be found within your policy wording.

Policy Summary

Insurance Backed Guarantee

Policy Summary

This is a summary of the Policy and does not contain the full terms and conditions of the cover, which can be found in the Policy, named the Policy of Insurance. It is important that the **Person Insured** reads the Policy of Insurance carefully and thoroughly when it is received.

Name of the Insurer

The **Insurer** of this Policy is Guarantee Protection Insurance Limited.

Type of Insurance and Cover/Significant Features and Benefits

An Insurance Backed Guarantee will honour the terms of a **Written Guarantee** provided to the **Person Insured** in respect of home improvement works carried out on their behalf by a **Contractor**, where that **Contractor** has **Ceased Trading** and is unable to honour their obligations.

The Policy will protect the **Person Insured** against the cost of the rectification of a **Defect** in the **Insured Works**, which is the responsibility of the **Contractor**, and which would have been covered by the **Written Guarantee**. If the **Contractor** has **Ceased Trading**, this Insurance Backed Guarantee will honour the **Contractor's** obligations and meet the reasonable cost of rectification works required to the **Insured Works**.

A **Defect** is considered to be a physical fault or error in the **Insured Works** which was caused by the defective workmanship of the **Contractor** or defective materials which were supplied by the **Contractor**, but which will only form the basis of a valid claim where it is specifically stated as being covered by the **Written Guarantee** provided to the **Person Insured** by the **Contractor**.

The Policy will also protect the **Person Insured** against a breach of the **Building Regulations**, which is the responsibility of the **Contractor**, where the **Insured Works** are self-certified through a **Competent Persons Scheme**. If the **Contractor** has **Ceased Trading**, this Insurance Backed Guarantee will honour the **Contractor's** obligations and meet the reasonable cost of rectification works required to the **Insured Works** to rectify such a breach.

A breach of the **Building Regulations** is considered to be a situation where the **Insured Works** have given rise to non-compliance with the **Building Regulations** of the jurisdiction in which the **Insured Works** are located. The **Building Regulations** are a set of mandatory functional requirements established in legislation to protect the health, safety, welfare and convenience of building users and people who might be affected by buildings or matters connected with buildings. They also define the thermal performance of buildings and building works. The **Building Regulations** are not concerned with aesthetics or the quality of the **Insured Works**.

Significant and Unusual Exclusions or Limitations

Like every Insurance Policy, this Insurance Backed Guarantee excludes some situations and the **Person Insured** should carefully read the Policy Exclusions section in the Policy. The more notable exclusions are summarised as follows:

The Policy shall not meet the cost of any loss or damage unless it is proven that the **Contractor** has **Ceased Trading**. Any losses occurring where the **Contractor** has not **Ceased Trading** may be the responsibility of the **Contractor** and the **Person Insured** shall be required to seek recourse through the **Contractor** in the first instance.

The maximum amount which can be paid out in respect of all claims made under the Policy is the **Contract Value** shown in the Certificate of Insurance. Any loss over and above this figure shall be the responsibility of the **Person Insured**.

The Policy is designed to meet the cost to rectify a **Defect** in the **Insured Works** that would have been covered by the **Contractor's Written Guarantee**. Any loss or damage which is not covered by the **Written Guarantee** is not covered by the Policy.

As part of the claims process, the **Insurer** will expect the **Person Insured** to supply a copy of a contract or specification of work evidencing the **Insured Works** as well as a copy of the **Written Guarantee** provided in respect of the **Insured Works** to the **Claims Administrator**. Should the **Person Insured** be unable to supply such evidence and in particular a copy of the **Written Guarantee**, the **Claims Administrator** on behalf of the **Insurer** may decline the claim.

The Policy specifically excludes any loss, damage or cost incurred by the **Person Insured** that is not directly related to the rectification of a **Defect** in the **Insured Works**.

Whilst the Policy will pay for appropriate remedial action to the **Insured Works**, it will not meet the cost of any loss suffered that is not specifically related to these costs and any other costs that are indirectly caused by the event (such as loss of use) which led to a claim, unless specifically stated within the Policy. There is an excess of £50 applicable for each claim submitted under the Policy and therefore the first £50 towards the cost of any repairs is the responsibility of the **Person Insured**.

The Policy will not meet the cost of any remedial works carried out to the **Insured Works** without the **Insurer's** consent. The Policy will not meet the cost of any loss or damage to the **Insured Works** in respect of any brick work, base work, foundations or below ground level structural works, where that loss or damage becomes apparent more than 2 years after the **Completion Date**. The Policy will not meet the cost of any loss or damage that could be covered by a standard household buildings or commercial property insurance policy. Therefore, perils such as but not limited to fire, storm, subsidence, accidental damage and malicious damage are specifically excluded from cover.

Where the **Person Insured** has made a payment to the **Contractor** via credit card or finance agreement for the installation of the **Insured Works**, the lender or credit card provider may have liability equal to that of the **Contractor** in the event of breach of contract. This consumer protection mechanism is set out in the Consumer Credit Act 1974. As such the Policy will not meet remedial costs where the **Person Insured** is protected by such legislation. In these situations, the **Person Insured** shall be required to seek recourse through the lender/credit provider in the first instance.

Duration of the Policy

The Policy will remain in force for the period shown on the Certificate of Insurance. This period is normally 10 years or the period of the **Contractor's Written Guarantee**, whichever is the lesser period. The level of cover does not need to be reviewed during this period.

Right of Cancellation

The **Person Insured** may cancel this Policy within 14 days of receipt by providing written notice to the **Administrator**, HomePro Insurance, at Suite 40B, Port of Liverpool Building, Pier Head, Liverpool, L3 1BY. Further details can be found within the Cancellation Rights section of the Policy.

How to Make a Claim

Should the **Person Insured** discover a **Defect** in the **Insured Works** they should, without delay, contact the **Contractor**. However, if it has been discovered that the **Contractor** has **Ceased Trading** then the **Administrator**, HomePro Insurance, should be contacted, immediately, in writing at HomePro Insurance, Suite 40B, Port of Liverpool Building, Pier Head, Liverpool, L3 1BY or by telephone during office hours on 0800 131 0123. Please note that failure to notify a claim as soon as possible could affect the outcome of a claim.

As part of the claims process and in order to validate any claim, the **Administrator** will request that a claim form is completed by the **Person Insured** and returned to the **Claims Administrator** along with copies of the following documentation which will require to be supplied by the **Person Insured**: A copy of this Policy of Insurance, a copy of the **Written Guarantee** provided by the **Contractor**, a copy of the contract between the **Person Insured** and the **Contractor** and any other information that may reasonably be required.

The **Claims Administrator**, on behalf of the **Insurer**, may appoint an **Alternative Firm** to investigate and rectify a **Defect** in the **Insured Works**. The **Insurer** may also at their option repair, replace or pay in cash the amount of the loss or damage proven as part of any claim submission. Where the **Claims Administrator** considers that a valid claim has been intimated, authorisation will be provided and the **Claims Administrator** will confirm what action is to be undertaken.

Complaints

Both the **Administrator** and the **Insurer** hope that the **Person Insured** will be happy with this Policy. However, if for any reason the **Person Insured** is unhappy with and wishes to intimate a complaint regarding the Policy, the **Insurer** would like to hear from them. As such, in the event of a complaint, the **Person Insured** should write to the **Insurer** at The Complaints Department, Guarantee Protection Insurance Ltd, PO Box 26332 Ayr, KA7 9BJ, where any complaint shall be considered and hopefully resolved.

The **Insurer** is a member of the Financial Ombudsman Service. If the **Person Insured** has complained to the **Insurer** and they have been unable to resolve the complaint, the **Person Insured** may then be entitled to refer it to this independent body.

Financial Services Compensation Scheme

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). The **Person Insured** may be entitled to compensation from the scheme if the **Insurer** cannot meet their obligations. This depends on the type of business and the circumstances of the claim.

HomePro Ltd. Registered in England No 2934362. Registered Office: Suite 40B, Port of Liverpool Building, Pier Head, Liverpool, L3 1BY. HomePro Insurance is authorised and regulated by the Financial Conduct Authority.

Guarantee Protection Insurance Ltd. Registered in England No 3326800. Registered Office: 14 Castle Street, Liverpool L2 0NE. Guarantee Protection Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Warranty Insurance



Company: Guarantee Protection Insurance Ltd **Product:** Warranty Insurance

Guarantee Protection Insurance Ltd 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 Warranty Insurance 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 Warranty Insurance Policy of Insurance terms and conditions document.

What is this type of insurance?

This type of insurance is Warranty Insurance, which is designed for those who have had improvement work completed on their property by a contractor and require insurance protection in the event that the contractor has ceased trading and as a consequence is unable to rectify a defect and/or a breach of building regulations in the insured works.



What is insured?

- ✓ Warranty insurance will protect the person insured against the unforeseen costs that they might incur in order to rectify a defect in the insured works, in the event that the original contractor that installed the insured works has ceased to trade.

A defect is a physical fault or error in the insured works which was caused by the defective workmanship of the contractor or defective materials which were supplied by the contractor, but which will only form the basis of a valid claim where it is specifically stated as being an item covered by the written guarantee provided to the person insured by the contractor.

- ✓ Warranty Insurance will protect the person insured against the unforeseen costs that they might incur in order to rectify a breach in the building regulations in the insured works, in the event that the original contractor that installed the insured works has ceased to trade.
- ✓ The maximum amount payable in respect of all claims made against Warranty Insurance is the contract value, which is stated on the Certificate of Insurance (as sum insured).



What is not insured?

Warranty Insurance does not provide cover for:

- ✗ any remedial works required that would not have been carried out by the contractor under the terms of their own written guarantee; or that do not relate to a breach of the building regulations.
- ✗ any loss or damage where the installing contractor has not ceased trading and the person insured is able to pursue them for their loss.
- ✗ any monetary amount which is above the limit of indemnity of the policy. The limit of indemnity the policy is the contract value, which is detailed on the Certificate of Insurance (as sum insured).
- ✗ the first £50 of each claim that the person insured makes against Warranty Insurance, which is the Excess.
- ✗ any loss or damage that could be covered by a standard household buildings or property insurance. Therefore, perils such as but not limited to fire, storm, subsidence, accidental damage and malicious damage are not covered.



Are there any restrictions on cover?

- ! The cover provided by Warranty Insurance is provided on the basis that the contractor has issued their own written guarantee to the person insured. The person insured will be required to provide a copy of a written guarantee in the event of a claim. It is important for the person insured to be aware that if they have not been issued with a written guarantee by the contractor, they may not be able to make a claim. **Where the person insured does not have a written guarantee issued to them by the contractor by the time Warranty Insurance has been issued, they should request a copy from the contractor as a matter of urgency.**
- ! In accordance with Section 75 of the Consumer Credit Act 1974: Where the person insured has made payment to the contractor for the insured works by credit card or via a finance agreement; the credit provider may, for a period of up to six years, have equal liability for breaches of contract by the contractor. **Where the person insured is protected by Section 75 of the Consumer Credit Act 1974; prior to making a claim against Warranty Insurance; the person insured must firstly seek recourse through the relevant credit provider.**
- ! The cover provided by Warranty Insurance is specifically related to meeting the cost of the rectification of the insured works. Therefore, any other damage suffered to the person insured's property or any other loss that the person insured might incur as a consequence of a defect or breach of building regulations identified in the insured works (such as loss of profit, loss of use, or loss of enjoyment) is not covered by Warranty Insurance.



Where am I covered?

- Deposit Protection Insurance applies only to risks insured within England, Wales, Scotland, Northern Ireland, and the Channel Islands.
- It is important to note that the cover provided by Warranty Insurance relating to a breach of the Building Regulations only applies in England and Wales.



What are my obligations?

- The person insured needs to check that the information shown within the Certificate of Insurance applicable to Warranty Insurance is correct. If the information shown is correct they do not need to take any action. However, if it is incorrect, they should contact HomePro Insurance to advise of the amendments that may be required. HomePro Insurance may ask that the policy documentation is returned for amendment.
- If the person insured identifies a defect or a breach of the building regulations to the insured works, they should immediately report this to the installing contractor, who is obliged to honour the terms of their written guarantee for its duration. Remember, the person insured has a duty to protect their property and they need to allow the contractor the opportunity to rectify a defect and/or a breach of the building regulations; and this involves providing reasonable access to the insured works.
- If the person insured identifies a defect or a breach of the building regulations to the insured works; and they cannot contact the contractor, and find that they have ceased trading, they should contact HomePro Insurance within 30 days. HomePro Insurance can be contacted by telephoning 0800 131 0123 during office hours or in writing to HomePro Insurance of Suite 40b, Port of Liverpool Building, Pier Head, Liverpool L3 1BY.
- Where the person insured has a valid claim against an Insurance Backed Guarantee, they need pay the first £50 of that claim, which is the excess. The person insured is also obliged to co-operate with the claims administrator, who will advise what will occur in order for a claim to be resolved i.e. that the repair/replacement of the insured works has been instructed; or that payment in cash of the amount of the proven loss or damage is being made.



When and how do I pay?

- In respect of Warranty Insurance; HomePro Insurance collects the applicable insurance premium from the contractor who carried out the work. The person insured does not need to pay any insurance premium or any additional fee in respect of Warranty Insurance.



When does the cover start and end?

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



How do I cancel the contract?

- The person insured has the right to cancel Warranty Insurance within 14 days of receipt, if they decide that it is not required. They can do so by providing written notice to HomePro Insurance of Suite 40b, Port of Liverpool Building, Pier Head, Liverpool L3 1BY. When doing so, they should return the policy documentation to HomePro Insurance, who will confirm both receipt and cancellation of cover to the person insured.
- Where the insurance premium has been paid to HomePro Insurance by someone other than the person insured (i.e. the contractor) or if a claim has been intimated, then no refund of premium will be made when Warranty Insurance is cancelled.
- If Warranty Insurance 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.

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