



SCHEDULE



Insured:

Policy Number:

Property Address:

Insured Works:

Service Organisation:

Contract Price:

Commencement Date:

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;
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 Service Organisation 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 insurance 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 accepted or provided for under this Policy by the Insurer , the 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 insurance indirect, special or consequential damages or losses shall include, but not be limited to damages to or losses of data, furniture or equipment, economic loss or damage, damage to or loss of profits, interest, business revenue, anticipated savings, business or goodwill, any losses, costs or expenses which are not directly incurred by the Insured wholly in respect of or which are additional to the remedial work for which indemnity is provided by this insurance, the costs and expenses of any redecoration, repainting or retiling work, the costs and expenses of removing and/or replacing any cupboards, carpets or other furniture, or any other fixtures or fittings and the incurring of liability for losses or damages of any nature whatsoever suffered by third parties (including in each case incidental and/or punitive damages), even if the Insurer is advised in advance of the possibility of any such losses and/or damages;
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 Service Organisation at the Property and described on the Schedule and in the Service Organisation's Report .
Insurer	means Guarantee Protection Insurance Ltd of 14 Castle Street, Liverpool, L2 ONE;
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 Service Organisation in respect of the Insured Works ;
Property	means the building or structure, with the property address set out in the Schedule, owned by the Insured and where the Insured Works are situated;
Rising Damp	means water from the ground rising into walls above ground level by means of capillary action;
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 contractors;
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;
Roofing Membrane	means a membrane approved by the Insurer as being suitable for a Roofing Installation and supplied by an Approved Roofing Manufacturer/Distributor ;
Service Organisation	means a contractor whose name is entered on the Insurer's register of approved contractors at the Commencement Date ;
Service Organisation's Received Invoice	means the invoice issued by the Service Organisation on completion of the Insured Works or for stage payments in respect of the Insured Works , which add up to the full value of the Insured Works , duly received;
Service Organisation's Report	means the report submitted by the Service Organisation on the remedial work required together with the estimate for that work and any plans or drawings defining its scope, or any modifications thereto agreed in writing by both parties;
Structural Waterproofing	means the waterproofing of a structure partly or wholly below ground by means of approved cementitious or membrane systems;
Underpinning	means supporting the foundations and fabric of a building by insertion into the substructure of specialist concrete 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

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 **Service Organisation** has **Ceased to Trade** and is unable to discharge its obligations under the **Long Term Guarantee** and which are notified to the **Insurer** within the Period of Insurance relating to any:

1. commencement, continuance or recurrence of **Infestation** in any of the timber treated against **Infestation** or re-infestation in the **Insured Works**; or
2. 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
3. failure of the remedial **Wall Tie** installation; or
4. failure of the remedial **Lateral Restraint** installation; or
5. breakdown of the **External Water Repellent Membrane**; or
6. breakdown of the **Structural Waterproofing** insured; or
7. breakdown of the **Concrete Repair** insured; or
8. failure of the **Roofing Membrane**; or
9. failure of the **Roofing Installation**; or
10. failure of the **Flooring Screed**; or
11. failure of the **Underpinning**.

PERIOD OF INSURANCE

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

LIMITS OF INDEMNITY

The liability of the **Insurer** for all claims in the aggregate under this Insurance shall not exceed:

1. £50,000 where the **Insured Works** are a **Wall Tie** or a **Lateral Restraint** installation; or
2. £100,000 for all other **Insured Works** except **Structural Waterproofing** where the liability of the **Insurer** 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 **Service Organisation** has issued no valid **Long Term Guarantee**;
3. Limited treatments that are noted in the **Service Organisation'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 **Service Organisation** 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 insurance;
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;
19. 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 **Service Organisation**, there are other works identified in the **Service Organisation's Report** that are to be undertaken by other parties, such other works must be completed within the time specified in the **Service Organisation's Report** (or within 12 weeks of the completion of the **Insured Works** if no other specific time period is specified in the **Service Organisation's Report**) and proof of this, by way of a dated and receipted invoice from an appropriate contractor, must be provided to support any claim.
2. All benefit under this Insurance 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 insurance) must be serviced on an annual basis by the **Service Organisation** together with the appropriate servicing of the installation such as jetting or in the event of the **Service Organisation** 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 insurance shall be governed by the Law in which the **Property** is situated.

TRANSFERABILITY

The benefits of this insurance 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 insurance 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 possible.

If the **Insured** wishes to make a complaint regarding this insurance 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 by writing to Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

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, 10th 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 under this insurance, the **Insured** should obtain a claim form from the **Claims Administrator** by writing to The Claims Department, QANW, PO Box 26332, Ayr, KA7 9BJ; or by telephoning, during office hours, 01292 268020.

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

1. Verify that the **Service Organisation** 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 **Service Organisation's Report(s)**, estimate and any drawings; and
 - (ii) the **Service Organisation's Long Term Guarantee**; and
 - (iii) the **Service Organisation'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 the Policy of Insurance was purchased for reasons unrelated to the **Insured's** trade, business or profession: Subject to Section 2(2) of the Consumer Insurance (Disclosure and Representations) Act 2012, it is the duty of the **Insured** to take 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 avoid cover from inception and to seek repayment of any claims paid.

If the Policy of Insurance was purchased for reasons related to the **Insured's** trade, business or profession: The **Insured** has an ongoing duty of disclosure in common law to disclose to the **Insurer** any facts which are of material importance. Failure to disclose such facts may permit the **Insurer** to avoid cover from inception. If the **Insured** is in doubt as to whether a given fact is material, it should be disclosed.

DATA PROTECTION

The data supplied by or on behalf of the **Insured** will only be used for the purposes of processing the **Insured's** Policy, including underwriting, administration and handling any claim which may arise. The data supplied will not be passed to any other parties other than those which are mentioned herein. It is important that the data the **Insured** has supplied is kept up to date. The **Insured** should therefore notify the **Administrator** promptly of any changes. The **Insured** is entitled upon payment of an administration fee to inspect the personal data, which is held about them. If the **Insured** wishes to make such an inspection, they should contact the **Insurer**. The **Claims Administrator** or the **Insurer** may respond to enquiries by the **Insured** concerning the **Insured's** Policy in the normal course of their investigations and where it is necessary to administer the **Insured's** Policy effectively or to protect their interests. The **Claims Administrator** or the **Insurer** may disclose the data the **Insured** has supplied to other third parties such as solicitors, loss adjusters, engineers, repairers, replacement companies, other insurers etc.