



National Warranties  
A Kinnell Group Company

# Deposit and Advance Payment Insurance POLICY OF INSURANCE



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## SCHEDULE

Name & Address of Policy Holder:

Policy Number:

Contractor:

Contract Price:

Initial Deposit Payment:

Installation Date:

Date Initial Deposit Payment Made:

### Important Information

This Policy of Insurance, Key Facts 'About Our Insurance Services' and Policy Summary set out the terms of the insurance contract between the **Policy Holder** and the **Insurer** and should be read as one document. The **Policy Holder** should read through this document to ensure that it is suitable for their needs.

The **Policy Holder** 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** must contact the **Administrator** to advise the amendments that are required. The **Administrator** may ask that the Policy documentation is returned for amendment.

For the **Policy Holder** to be eligible to benefit from the cover provided by this insurance, the **Policy Holder** must have entered into a **Written Contract** with the **Contractor** for the supply and installation of the **Goods**.

### Policy Benefits

In the event that the **Contractor** fails to supply and install the **Goods** for the **Policy Holder** during the Period of Insurance as a result of the **Contractor** having **Ceased to Trade** the **Insurer** will at its option either;

- instruct the **Administrator** to arrange for an **Alternative Firm** to supply and/or install the **Goods** for a fair market price with the **Policy Holder** paying the **Outstanding Balance** and the **Insurer** contributing a shortfall in the final cost; or
- refund the **Policy Holder** with the amount of the **Deposit Payment** and any **Advance Payment** that was made to the **Contractor**.

### The Period of Insurance

The insurance cover begins on the date the initial **Deposit Payment** is made and lapses after 120 days, on the **Completion Date** or on the cancellation of the **Written Contract** (and refund of the **Deposit Payment**), whichever is the sooner.

### Limit of Indemnity of the Policy

The **maximum** liability of the **Insurer** under any one Policy of Insurance will be:

- 25% of the **Contract Price**, the **Deposit Payment** made, or £7,500 whichever is the lesser; and
- ONLY for the period of 21 days prior to the agreed **Installation Date**, 60% of the **Contract Price**, the amount of the **Deposit Payment** (outlined above) and a further **Advance Payment**, if made, or £18,000 whichever is the lesser.

### Policy Definitions

When the following words and phrases appear in the policy document or policy schedule, they have the meanings given below. These words are highlighted by the use of bold print.

'**Administrator**' means QANW of 37 Carrick Street, Ayr, KA7 1NS.

'**Advance Payment**' means an additional payment of no more than 35% of the **Contract Price** paid over to the **Contractor** by or on behalf of the **Policy Holder** within 21 days of the agreed **Installation Date**.

'**Alternative Firm**' means a replacement firm, which is MCS certified for the relevant technology, instructed by the **Insurer** to supply and install the **Goods**.

'**Ceased To Trade**' means ceasing to trade by reason of Liquidation (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.

'**Completion Date**' means the date upon which all of the **Goods** have been supplied, installed and commissioned.

'**Contractor**' means the firm named in the Schedule who originally agreed the **Written Contract** with the **Policy Holder** to supply and install the **Goods**.

'**Delivery Date**' means the agreed date upon which all of the **Goods** are to be delivered to the **Policy Holder**.

'**Deposit Payment**' means a payment of up to 25% of the **Contract Price** paid over to the **Contractor** by or on behalf of the **Policy Holder** on agreement of the **Written Contract** and prior to the **Delivery Date**.

'**Goods**' means the small-scale renewable heat or power generating system fixtures and fittings that have been agreed to be supplied and installed by the **Contractor** for the **Policy Holder** as detailed within the **Written Contract**.

'**Contract Price**' means the total price, inclusive of VAT, agreed between the **Contractor** and the **Policy Holder** for the supply and installation of the **Goods**, which is stated in the **Written Contract**.

'**Installation Date**' means the agreed date upon which all of the **Goods** are to be fully installed and commissioned.

'**Insurer**' means Guarantee Protection Insurance Ltd of Third Floor, 37-39 Lime Street, London, EC3M 7AY.

'**Outstanding Balance**' means the amount which remains payable from the **Policy Holder** to the **Contractor** on receipt/installation of the **Goods**, which is the difference between the **Contract Price** and any **Deposit Payment** and **Advance Payment** made by the **Policy Holder**, and which should never be less than 40% of the **Contract Price**.

'**Policy Holder**' means a customer of the **Contractor** for the supply and installation of the **Goods** named in the Schedule.

'**Written Contract**' means the document stating the agreement between the **Policy Holder** and the **Contractor** for the provision of the **Goods** in return for the **Contract Price**.

**QANW is authorised and regulated by the Financial Conduct Authority**

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

## Policy Exclusions

The **Insurer** shall not be liable for:

1. Any loss where the **Contractor** has not **Ceased to Trade**;
2. Any loss which is above the Limit of Indemnity of the Policy;
3. Any loss which occurs outside of the Period of Insurance;
4. Any loss which is or can be insured under a household policy or for which compensation/recourse is provided by legislation, such as the Consumer Credit Act 1974 which governs purchases made via a finance arrangement or with a credit card;
5. Any loss of use or any other loss or costs that are indirectly caused by the event which led to your claim, unless specifically stated in this Policy;
6. Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation, nationalisation, or requisition by order of any government, public, municipal, local or customs authority;
7. Any works undertaken without the consent of the **Insurer**;
8. Any remedial work, costs or losses associated with any warranty, promise or guarantee in respect of the **Goods** with regard to the efficiency, minimum output or performance of manufactured equipment;
9. Any defective or incorrect **Goods** supplied or installed by the **Contractor**;
10. Any circumstance where the **Outstanding Balance** covers the reasonable cost of an **Alternative Firm** supplying and installing the **Goods** detailed within the **Written Contract**.

## Policy Conditions

1. In the event of any loss occurring which may form a valid claim under this policy, the **Insurer** may at their sole discretion arrange for an **Alternative Firm** to supply and install the **Goods** as detailed within (a) of The Benefits section or alternatively refund a **Deposit Payment** and **Advance Payment** made to the **Policy Holder** as detailed within (b) of The Benefits section. For the avoidance of doubt, any **Alternative Firm** that is instructed to supply and install replacement **Goods** must be instructed by the **Administrator** or the **Insurer**.
2. As part of the claims process and where the **Insurer** opts to pursue the course of action detailed within (a) of The Benefits section, the **Policy Holder** shall be responsible for paying the **Outstanding Balance** towards the costs involved in the supply and installation of the outstanding **Goods**.
3. The **Policy Holder** shall take all reasonable precautions to avoid losses which are or may be recoverable under this insurance.
4. The **Policy Holder** shall provide to the **Insurer** at their own expense in writing all details of any claim, together with such proofs, explanations and other evidence as may reasonably be required by the **Insurer**.
5. The **Policy Holder's** benefit under this insurance will be forfeited if that **Policy Holder** knowingly makes a fraudulent claim.
6. The **Insurer** may at its expense take such proceeding as it sees fit in the name of the **Policy Holder** 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 **Policy Holder** shall at the request and expense of the **Insurer** do such acts and things as may be reasonably required by the **Insurer** for that purpose.
7. This contract of insurance shall be governed by the laws of England and Wales and both the **Policy Holder** and the **Insurer** shall submit to the jurisdiction of the courts of England and Wales.

## Cancellation Rights

The **Policy Holder** may cancel this policy within 14 days of receipt of the policy document by providing written notice to the **Administrator**, at the address detailed on the front of this document. It should be noted that since the policy was purchased on the **Policy Holder's** behalf by a third party, no return of premium can be given.

## How to Make a Claim

In the event of a potential claim under this policy, the **Policy Holder** should immediately contact the **Contractor**. If it becomes apparent to the **Policy Holder** that the Contractor has **Ceased to Trade**, the **Policy Holder** should contact the **Administrator** as soon as possible - in writing at QANW, 37 Carrick Street, Ayr, KA7 1NS or by telephone during office hours on 01292 268020 and request a claim form.

The **Policy Holder** must supply all details and proofs as may be reasonably called for by the **Administrator**. As part of the claims process the **Administrator** may request copies of the following documentation, a copy of this Policy of Insurance, a copy of the **Written Contract**, proof of any **Deposit Payment** or **Advance Payment** made and an alternative like for like quotation in respect of the supply and installation of the **Goods**. If the **Policy Holder** is unable to supply this documentation, they may not be able to make a claim.

The **Insurer** shall have the right to appoint an **Alternative Firm** to provide an alternative like for like quotation in respect of the supply and installation of the **Goods**.

## Enquiries and Complaints

Any enquires the **Policy Holder** may have regarding this insurance should in the first instance be addressed to the **Administrator**, in writing to QANW at 37 Carrick Street, Ayr, KA1 7NS or by telephone during office hours on 01292 268020. Please quote the Policy Number (shown in the schedule) so that the enquiry can be dealt with quickly.

If the **Policy Holder** wishes to make a complaint in relation to this Policy, they should write to the **Insurer** at The Complaints Department, Guarantee Protection Insurance Ltd, 37 Carrick Street Ayr, KA7 1NS, where any complaint shall be considered and hopefully resolved.

If the matter still remains unresolved, the **Policy Holder** can then approach:

The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

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

## Disclosure Duties of the Policy Holder

Subject to Section 2(2) of the Consumer Insurance (Disclosure and Representations) Act 2012, it is the duty of the **Policy Holder** to take reasonable care not to make a misrepresentation to the **Insurer**. Either a deliberate, reckless, or careless misrepresentation made by the **Policy Holder** may entitle the **Insurer** to avoid cover from inception and to seek repayment of any claims paid.

## Data Protection

The data supplied by the **Policy Holder** will only be used for the purposes of processing your policy of insurance, 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 **Policy Holder** has supplied is kept up to date. The **Policy Holder** should therefore notify the **Administrator** promptly of any changes. The **Policy Holder** is entitled upon the payment of an administration fee to inspect the personal data, which is held about them. If the **Policy Holder** wishes to make such an inspection, they should contact the **Administrator**. The **Administrator** may respond to enquiries by the Police concerning the **Policy Holder's** policy in the normal course of their investigations and where it is necessary to administer their policy effectively or to protect their interests. The **Administrator** may disclose the data you have supplied to other third parties such as solicitors, loss adjusters, engineers, repairers, replacement companies and other insurers, etc.

**QANW is a trading name of Warranty Services Ltd**  
**Warranty Services Ltd and Guarantee Protection Insurance Ltd are Kinnell Group Companies**