



National Warranties
A Kinnell Group Company

Workmanship Warranty Insurance POLICY OF INSURANCE



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A Kinnell Group Company

SCHEDULE

Policy Holder

Policy No:-

SPECIMEN

Contract Value:-

Insured Works:-

Contractor:-

Location of Installation:-

Completion Date:-

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.

For the avoidance of doubt, it is illegal for any firm or enterprise that is not regulated by the Financial Services Authority to answer questions on or provide any advice regarding the content of an insurance product. In respect of this Policy of Insurance, all enquires regarding cover should initially be directed to the **Administrator**.

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 be resident in the United Kingdom and have contracted with the **Contractor** for the provision of the **Insured Works** shown in the Policy Schedule.

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

Policy Definitions

When the following words and phrases appear in the Policy Document, Policy Schedule or Policy Summary, 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.

'Alternative Firm' means a replacement firm, which is MCS certified for the relevant technology, instructed by the **Insurer** to rectify a **Defect** to the **Insured Works**.

'Ceased Trading' means 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.

'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 Workmanship Guarantee** becomes effective.

'Contractor' means the supplier and/or installer of the **Insured Works** named on the Schedule, who has issued the **Written Workmanship Guarantee** to the **Policy Holder**.

'Contract Value' means the price inclusive of VAT agreed between the **Contractor** and the **Policy Holder** in respect of the **Insured Works**.

'Defect' means a physical fault or error in the **Insured Works** which was caused by the defective workmanship of 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 Workmanship Guarantee** provided to the **Policy Holder** by the **Contractor**.

'Excess' means the first amount of £50 in respect of each and every claim, for which the **Policy Holder** is responsible.

'Insured Works' means the renewable heat or power generating system installed by the **Contractor** on behalf of the **Policy Holder**, which can be evidenced by a contract or specification of work and is shown in the Schedule, and for which the **Written Workmanship Guarantee** was issued to the **Policy Holder** in respect of.

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

'Policy Holder' means a person or body corporate named on the Schedule.

'Written Workmanship Guarantee' means the written commitment to rectify a **Defect** in the **Insured Works** issued by the **Contractor** to the **Policy Holder**.

Policy Benefits

The **Insurer** agrees to indemnify the **Policy Holder** 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 Workmanship Guarantee** issued to the **Policy Holder**. 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** but which will only form the basis of a valid claim where it is specifically stated as being covered by the **Written Workmanship Guarantee** provided to the **Policy Holder** by the **Contractor**.

The Policy will only meet the cost of making good any damage to any materials, goods or components which form part of the **Insured Works**, where the fault has been caused by the defective workmanship of the **Contractor** and would have been covered by the **Contractor's Written Workmanship Guarantee**.

The Period of this Insurance

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

Limit of Indemnity of the Policy

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

Cancellation Rights

The **Policy Holder** 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. 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.

**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 that would not have been recoverable under the **Contractor's Written Workmanship Guarantee**;
- 2 any loss or damage where the **Policy Holder** is unable to supply a **Written Workmanship Guarantee**;
- 3 any loss or damage to the **Insured Works** caused by faulty materials or where the fault is covered by a manufacturer's warranty or guarantee;
- 4 the cost of the rectification of any materials, goods or components except where the fault has been caused by an event which would be covered by the **Contractor's Written Workmanship Guarantee**;
- 5 any remedial work, costs or losses associated with any warranty, promise or guarantee in respect of the **Insured Works** with regard to the efficiency, minimum output or performance of manufactured equipment;
- 6 any loss, damage or **Defect** where the **Contractor** has not **Ceased Trading**;
- 7 any loss incurred by the **Policy Holder** which is above the Limit of Indemnity of this Policy;
- 8 the first £50 of each and every claim under this policy, which shall be known as the **Excess**;
- 9 any loss, damage or costs incurred that do not relate specifically to the physical rectification of the **Insured Works**;
- 10 any loss or damage to the **Policy Holder's** property caused by the **Contractor** which do not form part of the **Insured Works**;
- 11 the cost of routine maintenance, overhaul or modifications to the **Insured Works** or loss or damage arising therefrom;
- 12 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, landslip or heave, whether or not such insurance is effective or in force at the time;
- 13 any loss incurred by the **Policy Holder** for which compensation or recourse is provided by legislation, particularly where the **Policy Holder** has made payment to the **Contractor** via a credit card or finance agreement, and has rights under the Consumer Credit Act 1974;
- 14 any loss of use, loss of enjoyment, loss of profit or distress or any other costs that are directly or indirectly caused by the event which led to a claim, unless specifically stated in this Policy;
- 15 any damage to the **Insured Works** caused by war risks, sonic booms or nuclear radiations;
- 16 any loss or damage caused by fair wear and tear;
- 17 any loss, damage or **Defect** which is due to a neglect in the maintenance of the **Insured Works**;
- 18 the rectification of the defective design of the **Insured Works**;
- 19 any remedial work which may be the subject of a claim under this Policy undertaken to the **Insured Works** without the consent of the **Insurer**;
- 20 any **Defect** discovered or reported to the **Contractor** more than 6 months before the **Contractor Ceased Trading**.

Policy Conditions

- 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.
- 2 The **Insurer** does not purport to provide an emergency response service in respect of this insurance.
- 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.
- 4 The **Insurer** shall have the right to inspect the **Insured Works** and the **Policy Holder** shall provide to the **Insurer** at their own expense in writing all details of any claim, specifically including the **Written Workmanship Guarantee**, together with such proofs, explanations and other evidence as may reasonably be required by the **Insurer**.
- 5 The **Policy Holder** shall take all reasonable precautions to avoid losses that are or may be recoverable under this insurance.
- 6 The **Policy Holder's** benefit under this insurance will be forfeited if the **Policy Holder** or anyone acting on their behalf knowingly makes a fraudulent claim.
- 7 The **Insurer** may at its expense take such proceedings 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 reasonably be required by the **Insurer**.
- 8 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.
- 9 All repairs which form part of a valid claim must be undertaken by an **Alternative Firm** instructed by the **Insurer**.

Transferability

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 Workmanship Guarantee** states that it is transferable.

Where the **Written Workmanship Guarantee** is transferable to a subsequent owner of the **Insured Works**, that subsequent owner must obtain a copy of the **Contractors Written Workmanship 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 Workmanship Guarantee** is not transferable, this insurance shall also cease to be transferable on to any subsequent owner of the **Insured Works**.

Claims Procedure

In the event of a **Defect** arising in the **Insured Works** the matter should immediately be reported to the **Contractor**. Where the **Policy Holder** finds that the **Contractor** has **Ceased Trading**, they should contact the **Administrator** for this insurance in writing at 37 Carrick Street, Ayr, KA7 1NS or by telephone during office hours on 01292 268020 in order to intimate a claim as soon as possible. Please note that failure to notify a claim in a timely manner 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 **Policy Holder** and copies of the following documentation will require to be supplied by the **Policy Holder**: A copy of this Policy of Insurance, a copy of the **Written Workmanship Guarantee** provided by the **Contractor**, a copy of the contract between the **Policy Holder** 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 **Administrator** considers that a valid claim has been intimated, authorisation will be provided and the **Administrator** will confirm what action is to be undertaken.

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

The **Policy Holder** must disclose to the **Administrator** any information that might influence the **Insurer** in assessing or determining whether to accept for insurance the **Insured Works** to be covered by this Policy of Insurance. Under English law, failure to do so may entitle the **Insurer** to avoid cover from inception and seek repayment of any claim paid. If the **Policy Holder** is in any doubt as to whether information is material, it should be disclosed.

Data Protection

The data supplied by the **Policy Holder** will only be used for the purposes of processing this 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 the **Policy Holder's** interests. The **Administrator** may disclose the data that the **Policy Holder** has supplied to other third parties such as solicitors, loss adjusters, engineers, repairers, replacement companies and other insurers, etc.