

Homepro Limited Building Regulations & Contractor's Guarantee Insurance

CERTIFICATE OF INSURANCE

Certificate number:

Insurer: Red Sands Insurance Company (Europe) Ltd, Level 3, Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar

Administrator: Homepro Limited, Units A-J Austen House, Station Road, Guildford, GU1 4AD

Insured:

Insured address:

Contractor:

Insured works:

Cover provided:

Defective Workmanship &/or Faulty Materials Cover

In the event that the Contractor has Ceased to Trade (as defined in the terms and conditions), we agree to indemnify you for the cost of making good defective workmanship and/or faulty materials in line with the Contractor's Written Guarantee.

Breaches in Building Regulations Cover

In the event that the Contractor is unable to rectify any breaches in Building Regulations because the Contractor has Ceased to Trade, we agree to indemnify you for the cost of making good breaches of Building Regulations in respect of the Insured Works being windows and doors.

For a claim to be considered, Homepro Limited must be contacted prior to the insurance period of cover ending.

Contract value:

£

Excess:

£100

Limit of indemnity:

100% contract value

Insurance start date:

(The date the insured works were completed)

Insurance period of cover:

For defective workmanship or faulty materials: 5 years or the guarantee period stated in the installing contractor's written guarantee, whichever is the lesser.

For breaches of Building Regulations (this cover is only provided when the insured works are windows and doors installations, and the insured address is in England, Wales and Scotland): Six years or the period of the manufacturer's product guarantee, whichever is the lesser.

Your certificate of insurance, terms and conditions and any endorsements (hereinafter known as the "insurance") sets out the terms of the insurance contract between you and us and should be read as one document. Please read the insurance document to make sure it provides the insurance cover you want.



James Clayton-Wright
Underwriting Manager

Homepro Ltd Building Regulations & Contractor's Guarantee Insurance – Protection Against Insolvency.

TERMS & CONDITIONS

Please review the insurance document carefully as **Your** failure to comply with any of the terms and conditions may render the insurance invalid and could jeopardise the payment of any claim that may arise.

1 DEFINITIONS

The following words shall have the meanings described below wherever they appear in this insurance document.

- 1.1 **Administrator:** means Homepro Ltd of Units A – J Austen House, Station Road, Guildford, GU1 4AD.
- 1.2 **Alternative Contractor:** means a **Contractor** appointed by **Us** to carry out remedial works.
- 1.3 **Building Regulations:** means The **Building Regulations 2010** (as amended) for England and Wales and the **Building (Scotland) Regulations 2004** for Scotland that are applicable to windows and doors in domestic dwellings on the insurance cover start date.
- 1.4 **Ceased to Trade:** means:
- 1.4a When the **Contractor's** business is a Limited Company, Limited Liability Partnership or Sole Trader and is declared insolvent by legal process, one of the following occurs:
- Administration: This is when an Administrator is appointed to determine whether the **Contractor's** business has any way of paying its debts.
- Liquidation: This is when a Liquidator is appointed to bring the **Contractor's** business to an end because it is not able to pay its debts. This does not include Members Voluntary Liquidation.
- Receivership: This is when a Receiver is appointed by the **Contractor's** creditor to sell any assets owned by the **Contractor's** business to repay its outstanding debt.
- 1.4b When the **Contractor** is a Sole Trader:
- Closure of the **Contractor's** business due to bankruptcy or death and where that sole trader's estate is insolvent.
- 1.4c When the **Contractor's** Business is a Partnership:
- Closure of the **Contractor's** business due to bankruptcy or death of each Partner and where each Partner's estate is insolvent.
- 1.5 **Contractor:** means the party carrying out the **Insured works** and as stated on the Certificate of Insurance
- 1.6 **Contract Value:** means the value of the **Insured works** carried out by the **Contractor** and as stated on the Certificate of Insurance
- 1.7 **Contractor's Written Guarantee:** means the written guarantee or warranty issued to **You** in writing by the **Contractor** in respect of the **Insured works**.
- 1.8 **Excess:** means the amount, as specified in the Certificate of Insurance, which **You** have to pay towards each claim.
- 1.9 **Fraud:** means any of the following:
- **You** make a false or exaggerated claim
- **You** submit information or documentation as part of a claim knowing that it is false or exaggerated or forged
- **You** make a claim for a loss caused by **You**
- 1.10 **Insured Works:** means the home improvement works completed by the **Contractor** at the insured address, both detailed on the Certificate of insurance.
- 1.11 **Insurer:** means Red Sands Insurance Company (Europe) Limited of Level 3, Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar.
- 1.12 **Limit of Indemnity:** means the maximum amount payable under this insurance and as stated on the Certificate of Insurance.
- 1.13 **We/Us/Our:** means the **Insurer**.
- 1.14 **You/Your:** means the insured as stated on the Certificate of Insurance or in accordance with clause 9.6.2.

2 COVER PROVIDED

2.1 Insurance cover

Subject to the terms, conditions and exclusions of this insurance, **We** agree to provide cover for the following:

2.1a Defective Workmanship &/or Faulty Materials Cover

In the event that the **Contractor** has **Ceased to Trade**, in accordance with the definition above, we agree to indemnify **You** for the cost of making good defective workmanship and/or faulty materials in respect of the **Insured works** as detailed in the **Contractor's Written Guarantee**.

Cover applies to **Insured works** in England, Wales and Scotland only.

2.1b Breaches of Building Regulations Cover

In the event that the **Contractor** is unable to rectify any breaches in **Building Regulations** because the **Contractor** is no longer trading, we agree to indemnify **You** for the cost of making good breaches of **Building regulations** in respect of the **Insured works** being windows and doors in a domestic dwelling.

Cover applies to **Insured works** in England, Wales and Scotland only.

2.2 Limit of indemnity

We shall not be liable for any costs or expenses which exceed the applicable **Limit of Indemnity** amount stated in **Your** Certificate of Insurance and once exhausted no further claims, costs or expenses shall be accepted under this insurance policy.

2.3 Insurance start date

The date of completion of the **Insured works** as stated on the Certificate of Insurance.

2.4 Insurance end date

For defective workmanship &/or faulty materials cover: As stated on the Certificate of Insurance or the period stated in the **Contractor's written guarantee**, whichever is the lesser.

For breaches of Building Regulations: Six years or the period of the manufacturer's product guarantee, whichever is the lesser.

3 EXCLUSIONS IN RELATION TO DEFECTIVE WORKMANSHIP &/OR FAULTY MATERIALS COVER AND BREACHES OF BUILDING REGULATIONS COVER (2.1a AND 2.1b)

We shall not be liable for:

- 3.1 any costs other than those covered under Section 2: "Cover Provided";
- 3.2 any costs beyond the **Limit of Indemnity**;
- 3.3 any costs which are recoverable from another source, for example Section 75 of the Consumer Credit Act 1974 or another insurance policy;
- 3.4 any damage to items other than the **Insured Works**;
- 3.5 any damage or defect resulting in discoloration and fading or is caused by fair wear and tear or subsidence or earth movement or roots or a storm;
- 3.6 any loss or damage due to neglect in maintenance;
- 3.7 the amount of any **Excess** shown on the certificate of insurance which shall be payable by **You**;
- 3.8 any mismatch of colour or design after the repair or replacement of a damaged area or part;
- 3.9 any remedial works undertaken without **Our** consent;
- 3.10 any claim for Defective Workmanship &/or Faulty Materials where the **Contractor** has not **Ceased to trade** due to their business becoming insolvent by legal process. This includes but is not limited to, voluntary liquidation, retirement and any temporary suspension of trading activity.
- 3.11 any consequence of terrorism, war, sonic booms, nuclear radiations, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition by order of any government, public, municipal, local or customs authority;

4 EXCLUSIONS IN RELATION TO DEFECTIVE WORKMANSHIP &/OR FAULTY MATERIALS COVER ONLY (2.1a)

We shall not be liable for:

- 4.1 any defect that would not have been recoverable under the **Contractor's Written Guarantee**;
- 4.2 any defect in the sealed unit that becomes apparent more than 6 years after the insurance cover start date;
- 4.3 the rectification of defective design of the **Insured works**;
- 4.4 breakage of glass for any reason;
- 4.5 any cost relating to loss of use;
- 4.6 any defect discovered or reported to the **Contractor** more than 90 days before the **Contractor Ceased to Trade**;
- 4.7 any defect in the base or foundations or brickwork of a conservatory or porch that becomes apparent more than 2 years after the insurance cover start date;
- 4.8 any defect in the door or window locks, hinges or handles that become apparent more than 12 months after the insurance cover start date.
- 4.9 any sealed units and items of door and window furniture, tracks, runners, mountings, mechanisms and trims, or other items of installed apparatus, where the fault arises after the expiry date of the manufacturer's original guarantee;

5 GENERAL CONDITIONS

- 5.1 **You** shall take all reasonable precautions to avoid losses that are or may be recoverable under this insurance;
- 5.2 Cover under this policy is subject to the payment of premium. In the event that the premium is not paid within 60 days of the **Administrator** issuing **Your** insurance documentation, the **Administrator** reserves the right to cancel the insurance with immediate effect;
- 5.3 **We** may at **Our** option repair, replace or pay a cash settlement for any claim covered by this insurance;
- 5.4 **You** will be responsible for any extra cost incurred in replacing goods with a better kind or of a better quality or of a different size or capacity;
- 5.5 **You** must obtain written receipts for all payments made to the **Contractor** in respect of the **Insured works**;
- 5.6 **We** or **Our** representatives shall have the right to inspect or survey the **Insured Works** at the insured address at reasonable times;
- 5.7 **You** shall provide to **Us** in writing, at **Your** own expense, all details of any claim together with such explanations and other evidence as **We** may reasonably request;
- 5.8 **We** may at **Our** expense take such proceedings as **We** see fit in **Your** name. This would be to enforce any rights and remedies, against or obtain relief or indemnity from other parties to which **We** shall be or may become entitled or subrogated under this insurance.

6 CANCELLATION

- 6.1 **You** have the right to cancel this insurance at any time from receipt of **Your** insurance documentation. **You** can cancel this insurance by contacting the **Administrator**.
- 6.2 Where the insurance premium has been paid by the **Contractor** or if you have made a claim, then no refund of premium will be available when the Insurance Backed Guarantee is cancelled.
- 6.3 If you cancel the Insurance Backed Guarantee, you will not be able to make a claim at any time in the future.

7 HOW TO MAKE A CLAIM

- 7.1 In the event of a potential claim, **You** must contact the **Administrator** (Homepro Ltd, Units A- J Austen House, Station Road, Guildford, GU1 4AD or by e-mail to enquiry@homepro.com) as soon as is reasonably practical and prior to the insurance period of cover ending (as stated on the Certificate of Insurance), quoting **Your** certificate number. **You** must supply all details as may be reasonably called for by the **Administrator**.
- 7.2 In order to consider a claim the **Administrator** will require: a completed claim form; the **Contractor's Written Guarantee**; the receipts for payments made to the **Contractor**; the contract documentation between **You** and the **Contractor**; at least two quotes for the remedial work required unless advised otherwise; any other information reasonably required.
- 7.3 Upon receipt of the information requested above, **We** will consider **Your** claim. If the claim is covered by this insurance, **We** will authorise **Your** claim and the **Administrator** will confirm what action is being taken.
- 7.4 Following an **Alternative Contractor** undertaking any work, **You** must check that all work has been properly completed. If the work has not been completed to a satisfactory level, **You** should inform the **Administrator** and **You** should not sign any documentation that the **Alternative Contractor** presents to **You**.
- 8 CUSTOMER SERVICES AND COMPLAINTS**
- 8.1 **We** and the **Administrator** aim to provide a high level of service and to pay claims fairly and promptly. If **You** have an enquiry or complaint regarding this insurance, **You** should first contact the **Administrator** (Homepro Ltd, Units A – J Austen House, Station Road, Guildford, GU1 4AN or by e-mail to enquiry@homepro.com. Please quote **Your** certificate number or claim number so that **Your** enquiry can be dealt with quickly.
- 8.2 If **Your** complaint cannot be resolved within 3 business days, a Final Response letter will be issued within eight weeks of the **Administrator** having received the complaint.
- 8.3 In the unlikely event that the matter is still not resolved to **Your** satisfaction, **Your** complaint can be referred to the Financial Ombudsman Services (FOS) at Exchange Tower, London, E14 9SR or by phone on 0800 023 4567. Please note that **You** have 6 months from the date of the final response in which to refer the matter to the FOS. If **You** do not refer your complaint in time, the FOS will not have **Our** permission to consider **Your** complaint and so will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances. Referral to the FOS does not affect **Your** right to take legal action against **Us**.
- 9 IMPORTANT NOTES**
- 9.1 **About the Insurer**
Red Sands Insurance Company (Europe) Limited is registered in Gibraltar Reg. No: 87598. Registered office: Level 3 Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar. Red Sands Insurance Company (Europe) Limited is authorised and regulated by the Gibraltar Financial Services Commission and is subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of business underwritten in the UK (No: 231635). Red Sands Insurance Company (Europe) Limited is a member of the UK's Financial Services Compensation Scheme and Association of British Insurers.
- 9.2 **About the Administrator:**
Homepro Ltd is authorised and regulated by the Financial Conduct Authority and appears in the FCA's Register under register number 304449.
Homepro Ltd is a private company limited by shares, incorporated in England under registered number 03833783.
- 9.3 **Financial Services Compensation Scheme**
If **We** are unable to meet **Our** liabilities **You** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at www.fscs.org.uk, or by email at enquiries@fscs.org.uk or by phone on 0800 678 1100.
- 9.4 **Privacy and Data Protection Notice**
Red Sands Insurance Company (Europe) Limited and Homepro Ltd ("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, Red Sands Insurance Company (Europe) Limited will qualify as the Data Controller and Homepro Ltd 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 at www.redsands.gi/privacy-policy and www.homepro.com/privacy-policy
- 9.4a **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.
- 9.4b **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.
- 9.4c **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.
- 9.4d **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.
- 9.4e **INTERNATIONAL TRANSFERS OF DATA:** Both parties may transfer your personal data to destinations outside the European Economic Area ("EEA"). Where both parties transfer your personal data outside of the EEA, both parties will ensure that it is treated securely, and in accordance with both parties' privacy notice and the Legislation.
- 9.4f **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.
- 9.4g Red Sands Insurance Company (Europe) 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.
- 9.4h Red Sands Insurance Company (Europe) Limited have appointed Homepro Ltd to act on our behalf in respect of all matters relating to the protection of your personal data and to oversee questions in relation to this privacy notice. If you have any questions about this privacy notice, including any requests to exercise your legal rights, please contact Homepro Ltd at Units A – J Austen House, Station Road, Guildford, GU1 4AN.
- 9.5 **Fraud**
If **You** or anyone acting for **You** commits **Fraud** then **We**:
- will not pay any claim;
- may declare the insurance void;
- will be entitled to recover from **You** the amount of any claim already paid under the insurance;
- may let the police know about the circumstances.
- 9.6 **Transfer of Ownership**
- 9.61 Defective Workmanship &/or Faulty Materials cover, as outlined in Section 2.1a, can pass to the subsequent owners of the property where the **Insured works** are situated.
This is subject to the following:
9.61a The **Contractor's Written Guarantee** issued to **You** by the **Contractor** must be transferrable;
9.61b Within ninety (90) days of the transfer of ownership of the property, this insurance document must be sent to the **Administrator** together with the name of the new property owner and the date upon which the ownership of the property was transferred.
9.61c An administration fee of £100 applies.
- 9.62 Breaches of **Building regulations** cover, as outlined in Section 2.1.2, will transfer automatically to subsequent owners of the property upon change of ownership.
- 9.7 **Other Important Notes**
- This insurance is governed by English Law and **You** and **Us** both agree to submit to the exclusive jurisdiction of the courts of England.
- Language - All communication between **You** and **Us** will be conducted in English.
- In accordance with the Equality Act 2010, **We** are able, upon request, to provide a text phone facility, audio tapes and large print documentation.
Please contact the **Administrator** if **You** require any of these services to be provided so that **We** can communicate with **You** in an appropriate manner.

Insurance Backed Guarantee

Insurance Product Information Document

Manufacturer: Red Sands Insurance Company (Europe) Limited

Company: HomePro Limited

Product: Building Regulations & Contractor's Guarantee Insurance

Homepro Ltd, does not provide advice and is an intermediary registered in the U.K and licenced by the Financial Conduct Authority (FCA 304449). Homepro Ltd acts on behalf of Red Sands Insurance Company (Europe) Limited who are registered in Gibraltar Reg. No: 87598. Registered office: Level 3 Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar. Red Sands Insurance Company (Europe) Limited is authorised and regulated by the Gibraltar Financial Services Commission and is subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of business underwritten in the UK (No: 231635). This document is only intended to provide a summary of the main policy coverages and exclusions and is not personalised to your specific needs in any way. Complete pre-contractual and contractual information on the product or the insurer is provided on our website and in your policy documentation.

What is this type of insurance?

The cover protects you against the cost of making good defective workmanship and/or faulty materials for all types of Insured Works in the event the installing Contractors business has Ceased to Trade due to insolvency, meaning when it is legally brought to an end because it cannot pay its debts. The cover also protects you against the cost of making good breaches of Building Regulations, where the Insured Works are Windows and/or Doors and in the event the Contractor is no longer trading. In each case cover only applies where the loss would have normally been recoverable under the Contractors Written Guarantee. The policy coverage can be summarised below:



What is insured?

- ✓ If the Contractors business has Ceased to Trade due to insolvency, meaning when it is legally brought to an end because it cannot pay its debts, the policy will cover you for the cost of making good the Insured Works caused by defective workmanship and/or faulty materials in line with the Contractors Written Guarantee.
- ✓ If the Contractor is no longer trading, the policy will cover you for the cost of making good any breaches of Building Regulations where the Insured Works are Windows and/or Doors.



What is not insured?

- ✗ Any costs other than those covered by this insurance policy.
- ✗ Any costs which are recoverable from another source e.g., S75 of the Consumer Credit Act 1974 or another insurance policy.
- ✗ Any damage to items other than the Insured Works.
- ✗ Any defect that would not have been recoverable under the Contractor's Written Guarantee.
- ✗ Any loss where there is no Contractors Written Guarantee issued to you by the Contractor for the Insured Works.
- ✗ Any defect in a sealed unit that becomes apparent more than 6 years after the insurance cover start date.
- ✗ Any defect in the door or window locks, hinges or handles that become apparent more than 12 months after the insurance cover start date.
- ✗ Any defect in the base or foundations or brickwork of a conservatory or porch that becomes apparent more than 2 years after the insurance cover start date.
- ✗ Any defect discovered or reported to the Contractor more than 90 days before the Contractor ceased to trade.
- ✗ Any claim for Defective Workmanship & Faulty Materials where the Contractor has not Ceased to trade due to their business becoming insolvent by legal process. This includes but is not limited to, voluntary liquidation, retirement, and any temporary suspension of trading activity.

Please refer to your Policy wording for a full list of Policy Terms and Conditions



Are there any restrictions on cover?

- ! Any costs beyond the limit of indemnity;
- ! Cover is only in respect of those insured works listed on the Certificate of Insurance;

Please refer to your Policy wording for a full list of Policy Terms and Conditions



Where am I covered?

- Cover is provided in the England, Wales and Scotland.



What are my obligations?

- You must pay the premium if the Contractor is not responsible for doing so.
- You must pay the policy excess in respect of each and every claim.
- You must adhere to all Terms and Conditions of your policy.

- You must notify us as soon as possible of any changes which may affect the cover provided and which may have occurred since the cover started.
- In the event of a potential claim, you must contact the administrator in writing as soon as reasonably practical, quoting your Certificate Number and you must supply all details as may be reasonably called for by the administrator.
- You shall take all reasonable precautions to avoid losses that are or may be recoverable under this insurance.



When and how do I pay?

- Homepro Ltd collects the applicable insurance premium from the Contractor who carried out the work at your property so you do not need to pay the insurance premium.



When does the cover start and end?

- For defective workmanship and/or faulty materials: The period on the Certificate of Insurance or the period stated in the Contractor's Written Guarantee, whichever is the lesser.
- For breaches of Building Regulations: Six years or the period of the manufacturer's product guarantee, whichever is the lesser.



How do I cancel the contract?

Where the Insured Works are not Windows & Doors, You have the right to cancel this insurance at any time from receipt of your Insurance documentation. You can cancel this insurance by contacting the Administrator in writing to Homepro Ltd, Units A-J Austin House, Station Road, Guildford, GU1 4AD or by email at enquiry@homepro.com, if you decide that it is not required.

SAMPLE DOCUMENT