INSURANCE BACKED GUARANTEE POLICY OF INSURANCE

POLICY SCHEDULE

Welcome

Congratulations on the completion of **Your** recent roofing works.

An Insurance Backed Guarantee is designed to protect **You** against the unforeseen costs that **You** might incur in order to rectify a **Defect** in the **Insured Works** or to rectify a breach of the **Building Regulations** in the **Insured Works**; in the event that the original **Contractor** that installed the **Insured Works** has **Ceased Trading** and is unable to honour their obligations to **You**.

This **Policy** sets out the terms of the insurance contract between **You** and **Hadron**. **You** should read through the **Policy** carefully to ensure that **You** understand it, and that it is suitable for **Your** needs. The **Policy** explains the protection that **You** have in full, although if **You** do not understand anything **You** can contact **Us** to check this.

Our Contact Details

If **You** have an enquiry relating to this **Policy**, **You** should contact **Us**. **You** can contact **Us** via e-mail to info@qanw.co.uk in writing to QANW, PO Box 26332, Ayr, KA7 9BJ; or via Telephone on 01292 268020 during office hours.

When **You** contact **Us** to make an enquiry, **You** should be ready to tell **Us** the Policy Number, shown in the Policy Schedule, so that **We** can assist **You** as quickly as possible.

Important Information for You to Note

You should check that the information shown within the Policy Schedule is correct. If the information shown is correct, **You** do not need to take any action. However, if it is incorrect, **You** should contact **Us** to advise the amendments that may be required. **We** may ask that **You** return the **Policy** documentation to **Us** for amendment.

For **You** to be eligible to benefit from the cover provided by this **Policy**, **You** must be the owner of the **Property** and also be the beneficiary of a **Written Guarantee**.

As part of the claims process, **We** will expect **You** to be able to supply a copy of the **Written Guarantee** provided in respect of the **Insured Works** and also be able to evidence ownership of the **Property** where requested. If **You** cannot provide this evidence, and in particular provide **Us** with a copy of a **Written Guarantee**, **We** may decline **Your** claim.

Your Right to Cancel

You have the right to cancel this **Policy** within 14 days of receipt, if **You** decide that it is not required. **You** can do so by providing written notice to **Us** at QANW, PO Box 26332, Ayr, KA7 9BJ. When doing so, **You** should return the **Policy** documentation to **Us**, and **We** will confirm both receipt and cancellation of cover to **You**.

Where the insurance premium has been paid to **Us** by someone other than **You** (i.e. the **Contractor**) or if **You** have intimated a claim, then no refund of premium will be made when the **Policy** is cancelled.

If **You** cancel the **Policy**, **You** will not be able to make any claim at any time in the future

The Meaning of Key Words Used in this Policy

When the following words and phrases appear in the **Policy**, they have the meanings given below. These words are highlighted by the use of bold print.

"Act of Terrorism" means acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of His Majesty's government in the United Kingdom or any other government de jure or de facto.
"Alternative Firm" means a replacement supplier or installer instructed by **QANW** and/or **Hadron** to rectify a **Defect** and/or a breach of the **Building Regulations** identified in the **Insured Works**.
"Building Regulations" means the building regulations of the jurisdiction in which the **Insured Works** are located at the time of the **Completion Date**.
"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 **QANW** and/or **Hadron** to confirm that the **Contractor** is no longer trading in any shape or form.
"Communally Owned" means the **Insured Works** are, in whole or in part, owned by two or more owners and that this ownership arrangement may be evidenced by title documents.
"Competent Person" means a **Contractor** who, at the time of the **Completion Date**, is a member of a scheme, permitting the **Contractor** to self-certify that installations carried out by them comply 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**).
"Completion Date" means the date on which the **Insured Works** were practically completed, 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.
"Contractor" means the supplier or installer of the **Insured Works** named on the Policy Schedule, who has issued a **Written Guarantee** to **You**.
"Contract Value" means the full price of the installation of the **Insured Works** paid by **You**, shown in the Policy Schedule. Where the **Insured Works** are **Communally Owned**, the **Contract Value** may be a proportion of the overall price of the **Insured Works**, which is split proportionately amongst the individual owners 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** 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 **You** by the **Contractor**.
"Excess" means the first amount of £50 in respect of each and every claim, for which **You** are responsible.
"Hadron, Insurer" means Hadron UK Insurance Company Limited of One Fleet Place, London, England, EC4M 7WS.
"Insured Works" means the roofing work described in the Policy Schedule, which was carried out by the **Contractor** on **Your** behalf and can be evidenced by a contract and/or specification of work; and for which the **Written Guarantee** was issued to **You** in respect of.
"Policy" means this contract of insurance between **You** and **Hadron**.
"Property" means the dwelling in which the **Insured Works** are situated, which is owned by **You**.
"QANW, Us, We, Our" means Warranty Services Limited, trading as QANW; PO Box 26332, Ayr, KA7 9BJ.
"Written Guarantee" means the written commitment from the **Contractor** to rectify a **Defect** in the **Insured Works**; and issued by the **Contractor** to **You**.
"You, Your, Policy Holder" means the person or body corporate named in the Policy Schedule.

What is Covered

SECTION 1: INSURANCE BACKED GUARANTEE COVER

Hadron agree to indemnify **You** in respect of the cost of making good a **Defect** in the **Insured Works** where the **Contractor** has **Ceased Trading** and is consequently unable to rectify such a **Defect** subject to the terms of the **Written Guarantee** issued to **You**. 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 claim where it is specifically stated as being covered by the **Written Guarantee** provided to the **Policy Holder** by the **Contractor**.

To do so, **We** will arrange for the repair of the **Insured Works**; the replacement of the **Insured Works**; or pay in cash the amount of the proven loss or damage to **You**. **We** will confirm to **You** which action is to be taken and shall arrange this on **Hadron's** behalf.

SECTION 2: BREACH OF BUILDING REGULATIONS COVER

Hadron agree to indemnify **You** in respect of the cost of making good a breach of the **Building Regulations** in the **Insured Works** where the **Contractor** has **Ceased Trading** and is consequently unable to rectify such a breach of the **Building Regulations**. This element of cover only applies where the **Insured Works** are roof refurbishment work to an existing domestic dwelling or commercial premises in England and Wales; where the **Contractor** was a **Competent Person** at the time of the **Completion Date**; and where the **Contractor** self-certified the **Insured Works** as being compliant with the **Building Regulations**.

To do so, **We** will arrange for the repair of the **Insured Works**; the replacement of the **Insured Works**; or pay in cash the amount of the proven loss or damage to **You**. **We** will confirm to **You** which action is to be taken and shall arrange this on **Hadron's** behalf.

The Duration that this Policy is Effective for

SECTION 1: INSURANCE BACKED GUARANTEE COVER

In respect of the rectification of a **Defect** in the **Insured Works**; this section of cover comes into effect 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 of those periods.

Where the **Contractor's Written Guarantee** provides cover for a particular **Defect** for a period shorter than the overall period of cover set out in the **Contractor's Written Guarantee**; this **Policy** shall provide cover for that particular **Defect** for the shorter period.

SECTION 2: BREACH OF BUILDING REGULATIONS COVER

In respect of the rectification of a breach of the **Building Regulations** evident in the **Insured Works**; this section of cover comes into effect on the **Completion Date** and shall run for a period of 6 years.

Financial Limits of this Policy

The maximum amount payable in respect of all claims made against this **Policy** will not exceed the **Contract Value** as stated in the Policy Schedule. This financial limit is used up as **QANW** accepts claims. If **You** are not the first owner of the **Property**, the financial limit may already have been partly or fully used up by claims from previous owners.

Any costs incurred that amount to more than the financial limit of this **Policy** will be **Your** responsibility.

What is Not Covered

Your Insurance Backed Guarantee does not protect **You** against every event or circumstance − it only protects **You** against the events covered in this **Policy**. **You** cannot claim under this **Policy** for any of the following, or for anything resulting from any of them:

1. any loss or damage that **You** would not have been able to recover under the **Contractor's Written Guarantee**.
2. any loss or damage where **You** are unable to supply a **Written Guarantee**.
3. any loss or damage where the **Contractor** has not **Ceased Trading**.
4. any loss incurred by **You** which is above the Financial Limits of this **Policy**.
5. the first £50 of each and every claim under this **Policy**, which is the **Excess**.
6. any loss or damage that does not relate specifically to the physical rectification of the **Insured Works**.
7. any loss or damage to any part of **Your Property**, caused by the **Contractor**, which does not form part of the **Insured Works**.
8. the cost of routine maintenance, overhaul or modifications to the **Insured Works** or loss or damage arising therefrom.
9. any loss or damage to the **Insured Works** caused by any peril capable of being insured under a commercial property, household or similar 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.
10. any loss incurred by **You** for which compensation or recourse is provided by legislation, particularly where **You** made payment to the **Contractor** via a credit card or finance agreement, and **You** have rights under the Consumer Credit Act 1974.
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**.
12. any loss or damage caused by fair, wear and tear or the discolouration of the **Insured Works**.
13. any loss or damage which is due to a neglect in the maintenance of the **Insured Works**.
14. the rectification of the defective design of the **Insured Works**.
15. any remedial work, which may be the subject of a claim under this **Policy**, undertaken to the **Insured Works** without **Our** consent.
16. any **Defect** discovered or reported to the **Contractor** more than 6 months before the **Contractor Ceased Trading**.
17. any **Defect** discovered or reported to the **Contractor** prior to the **Contractor** having **Ceased Trading**; where **You** refused the **Contractor** access to the **Insured Works** and/or refused the **Contractor** the opportunity to rectify the **Defect**.
18. any additional costs caused by **Your** failure to notify a claim as soon as reasonably possible, which has resulted in additional costs being required to rectify a **Defect**, which will be **Your** sole responsibility.
19. any loss or damage caused by defective materials which were provided to **You** by a party other than the **Contractor**.
20. any loss, damage, liability or expense caused by the malicious use, by any party, of computers, computer viruses, computer code, spyware, malware, or electronic systems.
21. any loss, damage or **Defect** caused by, or arising as a result of, failure by **You** or the **Contractor** to secure against unauthorised access or control, any networked devices which are a part of -or connected to any part of- the **Insured Works.**
22. any loss or damage caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, revolution, rebellion, insurrection or military or usurped power, riot or civil commotion or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
23. any loss destruction or damage or cost or expense of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of an **Act of Terrorism**.
24. any loss, damage, liability or expense caused by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, any chemical biological bio-chemical or electromagnetic weapon.

25. any loss, damage, liability, or expense caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:
    a) Coronaviruses; and
    b) Coronavirus disease (COVID-19); and
    c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2); and
    d) any mutation of or variation of a), b) or c) above; and
    e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and
    f) any fear or anticipation of a), b), c), d) or e) above,
    regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Policy Conditions

There are a number of conditions that **You** must adhere to for this **Policy** to be effective and these are as follows:

1. It is a condition precedent to liability that the **Contractor** has **Ceased Trading**. Therefore, no claim can be made to **QANW** under this **Policy** unless the **Contractor** has **Ceased Trading**.
2. Where a **Defect** or a breach of the **Building Regulations** is evident in the **Insured Works** and the **Contractor** has not **Ceased Trading**, **You** should immediately arrange for the **Contractor** to rectify that **Defect** or breach of the **Building Regulations**.
3. It is a condition precedent to liability that **You** are the beneficiary of the **Written Guarantee**. Therefore, **You** shall not receive any benefit under this **Policy** unless **You** are the beneficiary of the **Written Guarantee**.
4. **You** need to take all reasonable precautions to avoid losses that are or may be recoverable under this **Policy**. This includes, but is not limited to, allowing the **Contractor** access to **Your Property** and the **Insured Works** in order to assess or rectify them, whilst they are trading; notifying a potential claim to **QANW** as soon as practically possible when **You** become aware of it; and taking any actions which will minimise any loss that could be suffered in the event of a **Defect** or a breach of the **Building Regulations** occurring.
5. **Your** benefit under this **Policy** will be forfeited if **You** or anyone acting on **Your** behalf knowingly provides fraudulent information or makes a fraudulent claim.
6. **Hadron** may at its expense take such proceedings as it sees fit in **Your** name in order to enforce any rights and remedies against or obtain relief or indemnity from other parties to which **Hadron** shall be or may become entitled or subrogated under this **Policy**; and **You** shall at **Hadron's** request and expense do such acts and things as may reasonably be required by **Hadron**.
7. Where **You** hold this **Policy** for reasons mainly related to **Your** business, trade, or profession; **QANW**, on behalf of **Hadron**, shall have no liability to pay damages to **You** for late payment of a claim under this **Policy**, unless **QANW** fails deliberately or recklessly to pay the claim within a reasonable time.
8. **We** shall not provide any benefit under this **Policy** to the extent of providing cover, payment of any claim or the provision of any benefit, where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

The Applicable Law

Unless agreed to the contrary by **You** and **Hadron**, this **Policy** will be governed by the laws of the legal jurisdiction in which the **Property** is situated.

Policy Transferability

If **You** sell the **Property**, the benefit of this **Policy** will pass to a subsequent owner; providing that the **Contractor's Written Guarantee** states that it is transferable. Where the **Written Guarantee** states that it is transferable to a subsequent owner of the **Property**, **You** should pass both this **Policy** and a copy of the **Written Guarantee** on to the subsequent owner for their retention.

If **You** are a subsequent owner, **You** must ensure that **You** have a copy of the **Contractor's Written Guarantee**; as **You** will require to provide this as evidence as part of any claim submission that **You** make to **Us**. There is no requirement for a replacement **Policy** to be issued; however, **You** can contact **Us** to discuss this if **You** require a **Policy** in **Your** name. A small administration fee may be chargeable if **You** wish **Us** to issue a duplicate copy of the **Policy**.

How to Make a Claim

If **You** identify a **Defect** or a breach of the **Building Regulations** in the **Insured Works**, **You** should immediately report this to the **Contractor**, who is obliged to honour the terms of their **Written Guarantee** to **You** for its duration. Remember, **You** 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 **Property** and **Insured Works**.

It is important to remember that **We** cannot accept a claim for the rectification of a **Defect** or a breach of the **Building Regulations** whilst the **Contractor** is still trading.

If **You** cannot contact the **Contractor** and find that they have **Ceased Trading**, **You** should contact **Us** within 30 days by e-mailing claims@qanw.co.uk in order to intimate a claim. Alternatively, **You** can contact **Us** by telephoning 01292 268020 during office hours, or by writing to The Claims Department, QANW, PO Box 26332, Ayr, KA7 9BJ.

Please remember to notify a potential claim to **Us** as soon as possible; as if **You** do not notify us within 30 days, it could affect the outcome of a claim. Furthermore, where the **Insured Works** are **Communally Owned**, all owners of the **Insured Works** will require to participate in the claims process, whether there is one or more **Policy** in force in relation to the **Insured Works**.

As part of the claims process, **We** will request that **You** complete a short claim form in order to advise the detail of the claim that **You** are making. This information will be used to validate the claim. **You** will also need to be able to supply **Us** with copies of the following documentation along with a completed claim form: a copy of this **Policy**; a copy of the **Contractor's Written Guarantee**; evidence that **You** are the owner of the **Property** (where requested); and any other information relating to the **Insured Works** that **We** may require.

Upon receipt of a complete claim submission from **You**, **We** may instruct an **Alternative Firm** to carry out a survey in respect of the **Insured Works** in order to determine if a **Defect** or a breach of **Building Regulations** has occurred. Alternatively, **We** may request that **You** obtain a quotation for remedial works, detailing the cause of the issue identified.

If a survey confirms that a **Defect** or a breach of **Building Regulations** has occurred, and a valid claim is accepted by **Us**, on behalf of **Hadron**, **We** will then either arrange for the repair of the **Insured Works**; to replace the **Insured Works**; or pay in cash the amount of the proven loss or damage to **You**. **We** will confirm to **You** which action is to be undertaken; and confirm how **You** can pay **Your Excess**.

It is important to remember that all replacement or remedial work which forms part of a valid claim must be undertaken by an **Alternative Firm** instructed by **Us** on behalf of **Hadron**. Where any betterment occurs as part of a claim, **You** will be responsible for the extra costs involved in respect of that betterment.

If **We** do not accept that a claim is valid under the terms of this **Policy**; **We** will explain the reasons why the claim has not been accepted to **You**. If **You** are unhappy with this decision, **You** will have the right to make a complaint.

What to do if You Want to Make a Complaint

We hope that **You** will be happy with the protection that the **Policy** provides, however if for any reason, **You** are unhappy, **We** would like to know about this.

If **You** wish to make a complaint in relation to this **Policy**, You should contact **Us** via e-mail at complaints@qanw.co.uk or in writing to The Complaints Department, QANW, PO Box 26332, Ayr, KA7 9BJ or via telephone on 01292 268020. **You** can visit **Our** website at www.qanw.co.uk. **We** will provide **You** with details of the complaints process and attempt to resolve any issue **You** may have.

If **You** are not happy with the outcome of your complaint, or if eight weeks have passed and **We** have not sent **You Our** final response **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service. This can be done in writing to FOS, Exchange Tower, London, E14 9SR; via telephone on 0800 023 4567 or **You** can visit the Financial Ombudsman Service's website at www.financial-ombudsman.org.uk.

This procedure does not prejudice **Your** right to take legal proceedings.

Your Duty of Disclosure

If this **Policy** was purchased for reasons unrelated to **Your** trade, business or profession: Subject to Section 2 of the Consumer Insurance (Disclosure and Representations) Act 2012, it is **Your** duty to have taken reasonable care not to make a misrepresentation to **Us**. Either a deliberate, reckless, or careless misrepresentation made by **You** may entitle **Hadron** to seek remedies from **You** in respect of any claims paid.

If this **Policy** was purchased for reasons related to **Your** trade, business or profession: Subject to Section 3 of the Insurance Act 2015, it is **Your** duty to have made a fair presentation of the risk to **Us**. A qualifying breach of fair presentation made by **You** may entitle **Hadron** to seek remedies from **You** in respect of any claims paid.

Warranty Services Limited is registered in Scotland as a Limited Company, with the registered address of 1 George Square, Glasgow, Scotland, G2 1AL. Company registration number SC205797.
Warranty Services Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 309580.

Hadron UK Insurance Company Limited is registered in England as a Limited Company, with the registered address of One Fleet Place, London, England, EC4M 7WS. Company registration number 00011615.
Hadron UK Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 202146.

About our insurance services when providing you with an Insurance Backed Guarantee

QANW

Who are we?

QANW is a trading name of Warranty Services Limited; and we are an insurance intermediary who arranges contracts of insurance between insurers and policy holders. We may be contacted by writing to: QANW, PO Box 26332, Ayr, KA7 9BJ; or via e-mail to info@qanw.co.uk; or by telephoning 01292 268020 during office hours.

How are we regulated?

We are regulated by the Financial Conduct Authority ("FCA"). The FCA is the independent watchdog who regulates the conduct of financial services firms in the UK. Our firm reference number is 309580. You can check this by visiting the Financial Services Register at https://register.fca.org.uk or by contacting the FCA by telephoning 0800 111 6768.

Which service will we provide you with?

We provide insurance products on a "non-advised" basis. This means that you will not receive advice or a recommendation from us as to whether or not a product is suitable for your circumstances. We do collect information in order to help ensure that the product you are provided with meets your apparent demands and needs.

Do we charge a fee for this service?

We do not charge you a fee for this service.

Which insurance products do we provide?

We provide Insurance Backed Guarantees, which are underwritten by Hadron UK Insurance Company Limited. We do not offer Insurance Backed Guarantees from any other insurer.

An Insurance Backed Guarantee is an insurance product which is designed to meet the demands and needs of those who have had roofing work completed on their property by a contractor and require insurance protection in the event that the contractor has ceased trading and is unable to honour the terms of their own written guarantee as a consequence.

Additionally, an Insurance Backed Guarantee also meets the demands and needs of those who have had roofing work completed by a contractor, who is a competent person, and require insurance protection in the event that the contractor has ceased trading and is unable to rectify a breach of the building regulations as a consequence.

How do we help ensure that an Insurance Backed Guarantee meets your needs?

The contractor who completed your roofing work provided information about the installation to us. This information includes the type of work undertaken, the contract value of the installation and the completion date of the installation. This information is used to generate a policy of insurance which is suitable for meeting the needs of a person who has had such an installation carried out.

On whose behalf do we act?

QANW acts on behalf of Hadron UK Insurance Company Limited when arranging and administering an Insurance Backed Guarantee. Furthermore, we also act on behalf of Hadron UK Insurance Company Limited when handling claims made against an Insurance Backed Guarantee.

How are we remunerated?

In respect of Insurance Backed Guarantees; QANW collects the insurance premium from the contractor who carried out the roofing work undertaken at your property. QANW retains a portion of the net premium and remits the balance of the premium to Hadron UK Insurance Company Limited, via their agents.

Warranty Services Limited's staff are remunerated on a salary basis and do not receive commission in respect of the sales of Insurance Backed Guarantees.

What to do if you have a complaint?

If you wish to register a complaint about our services, please contact us. We may be contacted by writing to QANW, PO Box 26332, Ayr, KA7 9BJ; via e-mail to complaints@qanw.co.uk; or by telephoning 01292 268020 during office hours. Complaints about the performance of an insurance product (e.g. the outcome of a claim) should be made in accordance with the complaints procedures detailed within the Policy of Insurance document.

How do we protect your data?

QANW respects your privacy rights and your rights as a data subject. We will manage and protect your data accordingly, whilst it is in our hands, in accordance with all applicable data protection legislation. Please either click the following link or alternatively type the URL into your internet browser, in order to view our privacy notice https://documentation.warranty-services.co.uk

Insurance Backed Guarantee
Insurance Product Information Document

Company: Warranty Services Limited trading as QANW **Product**: Insurance Backed Guarantee

Warranty Services Limited is authorised and regulated by the Financial Conduct Authority. FRN 309580.
Hadron UK Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FRN 202146.

This Insurance Product Information Document is only intended to provide you with a summary of the main coverage provided by an Insurance Backed Guarantee 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 Policy of Insurance document.

What is this type of insurance?

This type of insurance is an Insurance Backed Guarantee, which is designed for those who have had roofing 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?

- ✓ An Insurance Backed Guarantee will protect you against the unforeseen costs that you 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 you by the contractor.

- ✓ An Insurance Backed Guarantee will protect you against the unforeseen costs that you 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 your Insurance Backed Guarantee is the contract value, which is stated on the Policy Schedule.

What is not insured?

An Insurance Backed Guarantee 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 you are able to pursue them for your loss.
- ✗ any monetary amount which is above the financial limit of the policy. The financial limit of the policy is the contract value, which is detailed on the Policy Schedule.
- ✗ the first £50 of each claim that you make against an Insurance Backed Guarantee, 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 an Insurance Backed Guarantee is provided on the basis that the contractor has issued their own written guarantee to you. You will be required to provide a copy of your written guarantee to QANW in the event of a claim. It is important for you to be aware that if you have not been issued with a written guarantee by the contractor, you may not be able to make a claim. **Where you do not have a written guarantee issued to you by the contractor by the time an Insurance Backed Guarantee has been issued to you, you should request a copy from the contractor as a matter of urgency.**
- ! In accordance with Section 75 of the Consumer Credit Act 1974: Where you have 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 you are protected by Section 75 of the Consumer Credit Act 1974; prior to making a claim against your Insurance Backed Guarantee; you must firstly seek recourse through the relevant credit provider.**
- ! The cover provided by an Insurance Backed Guarantee is specifically related to meeting the cost of the rectification of the insured works at your property. Therefore, any other damage suffered to your property or any other loss that you 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 an Insurance Backed Guarantee.

Where am I covered?

- ✓ An Insurance Backed Guarantee applies only to insured works situated within England, Wales, Scotland, Northern Ireland, and the Channel Islands.
- ✓ Section 2 of the cover provided by an Insurance Backed Guarantee relates to a breach of the Building Regulations. It is important to note that this cover can only apply in England and Wales.

What are my obligations?

- You need to check that the information shown within the Policy Schedule of your Insurance Backed Guarantee is correct. If the information shown is correct you do not need to take any action. However, if it is incorrect, you should contact QANW to advise of the amendments that may be required. QANW may ask that you return the policy documentation to them for amendment.
- If you identify a defect or a breach of the building regulations to the insured works, you should immediately report this to the installing contractor, who is obliged to honour the terms of their written guarantee to you for its duration. Remember, you have a duty to protect your property and you 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 your property and the insured works.
- If you identify a defect or a breach of the building regulations to the insured works; and you cannot contact the contractor and find that they have ceased trading, you should contact QANW within 30 days by e-mailing claims@qanw.co.uk in order to intimate a claim. Alternatively, you can contact QANW by telephoning 01292 268020 during office hours, or by writing to The Claims Department, QANW, PO Box 26332, Ayr, KA7 9BJ.
- Where you have a valid claim against your Insurance Backed Guarantee, you need pay the first £50 of that claim, which is the excess. You are also obliged to co-operate with QANW, who will advise you of what will occur in order for your 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 to you.

When and how do I pay?

In respect of an Insurance Backed Guarantee; QANW collects the applicable insurance premium from the contractor who carried out the work at your property. You do not need to pay any insurance premium or any additional fee in respect of the Insurance Backed Guarantee.

When does the cover start and end?

Section 1 of cover - Insurance Backed Guarantee Cover - becomes effective on the Completion Date, which is detailed on the Policy Schedule, 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.

Section 2 of cover - Breach of Building Regulations Cover - becomes effective on the Completion Date, which is detailed on the Policy Schedule, and shall run for a period of 6 years.

How do I cancel the contract?

You have the right to cancel an Insurance Backed Guarantee within 14 days of receipt, if you decide that it is not required. You can do so by providing written notice to QANW of PO Box 26332, Ayr, KA7 9BJ. When doing so, you should return the policy documentation to QANW, and they will confirm both receipt and cancellation of cover to you.

Where the insurance premium has been paid to QANW by someone other than you (i.e. the contractor) or if you have intimated a claim, then no refund of premium will be made when the Insurance Backed Guarantee is cancelled.

If you cancel the Insurance Backed Guarantee, you will not be able to make any claim at any time in the future.

Hadron UK Insurance Company Limited is registered in England as a Limited Company, with the registered address of One Fleet Place, London, England, EC4M 7WS. Company registration number 00011615. Hadron UK Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 202146.

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