

Policy of Insurance

Policy Number: **3079607**

Policy Holder:

Address:

Postcode:

Installer: **Castle Roofline Ltd**

Contract Value:

Period of Insurance:

10 years from **completion date of 2nd August 2021** or the period stated in the **Installers own Written Guarantee** whichever is the lesser.

This Insurance policy is subject to the terms and conditions on the page attached.
Please read them carefully.

The Administrator

The CPA Consumer Guard Ltd
CPA House
11 North Bridge Street
Shefford
Bedfordshire
SG17 5DQ

The Insurer

Guarantee Protection Insurance Ltd
14 Castle Street
Liverpool
L2 0NE

POLICY SCHEDULE

Important Information

This **Policy of Insurance** sets out the terms of the insurance contract between the **Policy Holder** and the **Insurer**. The **Policy Holder** should read through this document carefully to ensure that they understand it and to ensure that it is suitable for their needs. The **Policy of Insurance** explains the protection that the **Policy Holder** has in full, although if the **Policy Holder** does not understand anything they can contact the **Administrator**, CPA, to check this.

The **Policy Holder** should check that the information shown within the Policy Schedule is correct. If the information shown is correct, no action is required however, if it is not correct, the **Policy Holder** should contact the **Administrator** to advise the amendments that may be 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 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 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 Guarantee**, the **Insurer** may decline the claim.

Policy Definitions

Where the following words or phrases appear in the **Policy of Insurance** they have the meanings given below. These words are highlighted by the use of bold print.

'Administrator' means CPA Consumer Guard Ltd of CPA House, 11 North Bridge Street, Shefford, Beds, SG17 5DQ.

'Alternative Firm' means a replacement supplier or installer instructed by the **Insurer** to rectify a **Defect** to 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 the **Insurer** to confirm that the **Contractor** is no longer trading in any shape or form.

'Claims Administrator' means Warranty Services Ltd of PO Box 26332, Ayr, KA7 9BJ.

'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 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 Guarantee** becomes effective.

'Contractor' means the supplier or installer of the **Insured Works** named on the Policy Schedule, who has issued the **Written 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** 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 the **Policy Holder** by the **Contractor**.

'Excess' means the first amount of £95 in respect of each and every claim, for which the **Policy Holder** is responsible.

'Insured Works' means the work carried out 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 Policy Schedule, and for which the **Written Guarantee** was issued to the **Policy Holder** in respect of.

'Insurer' means Guarantee Protection Insurance Ltd of 14 Castle Street, Liverpool, L2 ONE.

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

'Policy of Insurance' means this contract of insurance between the **Insurer** and the **Policy Holder**.

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

CPA Consumer Guard Ltd 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 Benefits

SECTION 1: INSURANCE BACKED GUARANTEE COVER

The **Insurer** agrees to indemnify the **Policy Holder** 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 those **Defects** subject to the terms of the **Written 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** 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**.

SECTION 2: BREACH OF BUILDING REGULATIONS COVER

The **Insurer** agrees to indemnify the **Policy Holder** 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 those breaches of the **Building Regulations**. This element of cover only applies where the **Insured Works** are replacement windows, doors, rooflights and roof windows installed within an existing domestic dwelling; 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**.

The Period of this Insurance

SECTION 1: INSURANCE BACKED GUARANTEE COVER

In respect of the rectification of Defects in the **Insured Works**; this section of cover shall become effective on the **Completion Date** and shall run for a period of 10 years, or the periods stated in the **Contractor's Written Guarantee**, whichever is the lesser of those periods. Where the **Contractor's Written Guarantee** provides cover for particular Defects for a period shorter than the overall period of cover set out in the **Contractor's Written Guarantee**; this **Policy of Insurance** shall provide cover for those particular Defects for the shorter period.

SECTION 2: BREACH OF BUILDING REGULATIONS COVER

In respect of the rectification of breaches of the **Building Regulations** evident in the **Insured Works**; this section of cover shall become effective on the **Completion Date** and shall run for a period of 10 years, or the longest period stated in the **Contractor's Written Guarantee**, whichever is the lesser of those periods; but, if the longest period stated in the **Contractor's Written Guarantee** is less than 6 years, this section of cover shall run for a period of 6 years.

Limit of Indemnity of the Policy

The maximum amount payable in respect of all claims made against this **Policy of Insurance** 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 of Insurance** shall be the responsibility of the **Policy Holder**.

Cancellation Rights

The **Policy Holder** may cancel this **Policy of Insurance** within 14 days of receipt by providing written notice to the **Administrator**, CPA Consumer Guard Ltd of CPA House, 11 North Bridge Street, Shefford, Beds, SG17 5DQ. Where the premium has been paid by a party other than the **Policy Holder** no refund of premium shall be made.

Policy Exclusions

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

- 1 any loss or damage that would not have been recoverable under the **Contractor's Written Guarantee**;
- 2 any loss or damage where the **Policy Holder** is unable to supply a **Written Guarantee**;
- 3 any loss or damage where the **Contractor** has not **Ceased Trading**;
- 4 any loss incurred by the **Policy Holder** which is above the Limit of Indemnity of this **Policy of Insurance**;
- 5 the first £95 of the cost to rectify each individual **Defect** notified as a claim under this **Policy of Insurance**, which shall be known as 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 parts of the **Policy Holder's** property, caused by the **Contractor** which do 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 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;

- 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 of Insurance;
- 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 any loss or damage to the **Insured Works** in respect of items of door and window furniture, locks, hinges, handles, tracks, runners, mountings, mechanisms and trims where that loss or damage becomes apparent more than 2 years after the **Completion Date**, unless the **Written Guarantee** explicitly states that an item of this nature is covered for a longer period;
- 15 breakage of glass for any reason;
- 16 the rectification of the defective design of the **Insured Works**;
- 17 any remedial work, which may be the subject of a claim under this **Policy of Insurance**, undertaken to the **Insured Works** without the consent of the **Claims Administrator** on behalf of the **Insurer**;
- 18 any **Defect** discovered or reported to the **Contractor** prior to the **Contractor** having **Ceased Trading**; where the **Policy Holder** refused the **Contractor** access to the **Insured Works** and/or refused the **Contractor** the opportunity to rectify the **Defect**;
- 19 any additional costs caused by the failure of the **Policy Holder** to notify a claim as soon as reasonably possible, which has resulted in additional costs being required to rectify a **Defect**, which will be the sole responsibility of the **Policy Holder**;
- 20 any **Defect** discovered or reported to the **Contractor** more than 6 months before the **Contractor Ceased Trading**;
- 21 any loss or damage to the **Insured Works** in respect of any brick work, base work, foundations or below ground level structural works, where that loss or damage becomes apparent more than 2 years after the **Completion Date**;
- 22 any loss or damage caused by defective materials which were provided to the **Policy Holder** by a party other than the **Contractor**;
- 23 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;
- 24 Where the **Insured Works** are a solid or tiled conservatory roof system (such as a “guardian roof”, or a similar conservatory roof system which is not comprised primarily of glazing); The **Insurer** shall not be responsible for any loss, damage or failure in conservatory frames -or other load bearing structures in a conservatory- which would not have occurred if the **Insured Works** had not been installed. The **Policy Holder** shall be responsible for such losses, damages and failures.
- 25 any loss, damage or **Defect** caused by, or arising as a result of, failure by the **Policy Holder** 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**.

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 business to provide for the health and safety of workers or a member of the public.
- 2 The **Insurer** does not 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 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 provides fraudulent information or 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 **Policy of Insurance** shall be governed by the laws of the legal jurisdiction in which the **Insured Works** are situated.
- 9 All remedial work which forms part of a valid claim must be undertaken by an **Alternative Firm** instructed by the **Claims Administrator** on behalf of the **Insurer**.
- 10 Where the **Policy Holder** holds this **Policy of Insurance** for reasons mainly related to their business, trade or profession; The **Insurer** shall have no liability to pay damages to the **Policy Holder** for late payment of a claim under this **Policy of Insurance**, unless it fails deliberately or recklessly to pay the claim within a reasonable time.

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 Guarantee** states that it is transferable. Where the **Written Guarantee** is transferable to a subsequent owner of the **Insured Works**, that subsequent owner must obtain a copy of the **Contractor's Written Guarantee** and evidence this as part of any claim submission in order to be able to make a valid claim under this **Policy of Insurance**. No replacement Policy requires to be issued. If the **Contractor's Written Guarantee** is not specifically stated as being 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 within 30 days; in writing to CPA Consumer Guard Ltd of CPA House, 11 North Bridge Street, Shefford, Beds, SG17 5DQ or by telephone during office hours on 01462 850062 in order to intimate a claim as soon as possible. Please note that failure to notify a claim within 30 days 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 returned to the **Claims Administrator**, Warranty Services Ltd. As part of the claim submission, 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 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 **Claims Administrator** considers that a valid claim has been intimated, authorisation will be provided and the **Claims Administrator** will confirm what action is to be

Enquiries and Complaints

Any enquiries the **Policy Holder** may have regarding this insurance should in the first instance be addressed to the **Administrator**, in writing to CPA Consumer Guard Ltd of CPA House, 11 North Bridge Street, Shefford, Beds, SG17 5DQ or by telephone during office hours on 01462 850062. Please quote the Policy Number (shown in the Policy Schedule) so that the enquiry can be dealt with quickly.

If the **Policy Holder** wishes to make a complaint in relation to this **Policy of Insurance**, they should write to the **Insurer** at The Complaints Department, Guarantee Protection Insurance Ltd, PO Box 26332, Ayr, KA7 9BJ, where any complaint shall be considered and hopefully resolved.

If the matter still remains unresolved, the **Policy Holder** can then write to the Financial Ombudsman Service at Financial Ombudsman Service, Exchange Tower, London, E14 9SR; or visit the Financial Ombudsman Service's website at www.financial-ombudsman.org.uk.

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

If this **Policy of Insurance** was purchased for reasons unrelated to the **Policy Holder's** trade, business or profession: Subject to Section 2 of the Consumer Insurance (Disclosure and Representations) Act 2012, it is the duty of the **Policy Holder** to have taken 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 seek remedies from the **Policy Holder** in respect of any claims paid.

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

How do we protect your data?

CPA Consumer Guard Ltd 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 <http://www.thecpa.co.uk/wp-content/uploads/2018/06/CPA-PrivacyGDPR0418v1.1.pdf>