

CONSTRUCTION WORK INSURANCE BACKED GUARANTEE POLICY OF INSURANCE



POLICY SCHEDULE

Welcome

Congratulations on the completion of **Construction Work** at **Your Property** undertaken by the **Contractor**.

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** in the event that the **Contractor** that installed the **Insured Works** has **Ceased Trading** and is unable to honour their **Guarantee** obligations to **You**.

This **Policy** sets out the terms of the insurance contract between **You** and **Accelerant**. **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 **QANW** to check this.

Our Contact Details

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

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 of any 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 **Guarantee** relating to **Construction Work** undertaken at **Your Property**.

As part of the claims process, **We** will expect **You** to be able to supply **Us** with a copy of **Your Contract** and **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 **Contract** and **Guarantee**, **We** may decline **Your** claim.

Your Right to Cancel

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

Should **You** wish to cancel after the 14-day period; or 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 to **Us** 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.

“**Accelerant, Insurer**” means Accelerant Insurance UK Limited of One Fleet Place, London, England, EC4M 7WS.

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

“**Claim Survey Fee**” means the fee of £150 **You** must pay at the time of making a claim which is used to meet the cost of a survey of the **Insured Works** in order to ascertain if a **Defect** has occurred.

“**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 **Guarantee** becomes effective.

“**Contract**” means the agreement and/or report agreed by **You** and the **Contractor** detailing the **Construction Work** to be undertaken to **Your Property**, detailing the plans/drawings/specifications defining its scope and the costs for it to be undertaken.

“**Construction Work**” means repair, maintenance and improvement work to **Your Property** which consists of one of the following work types: damp proofing (rising and/or penetrating damp), timber treatment, external water repellent, structural waterproofing Type A, Type C, mixed or combined, lateral restraints, wall ties, masonry beaming, underpinning, floor screeds, roofing, lintel stabilisation, piling stabilisation, crack stitching, and/or concrete repairs.

“**Contractor**” means the supplier or installer of the **Insured Works** named on the Policy Schedule, who has issued a **Guarantee** to **You**.

“**Contract Value**” means the full price of the installation of the **Insured Works** paid by **You**, shown in the Policy Schedule.

“**Defect**” means a physical fault or error in the **Insured Works** which was caused by the defective workmanship of the **Contractor** or defective material supplied and installed 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 **Guarantee** provided to **You** by the **Contractor**.

“**Excess**” means the first amount of £100 in respect of each and every claim, for which **You** are responsible.

“**Guarantee**” means the written commitment from the **Contractor** to rectify a **Defect** in the **Insured Works**; and issued by the **Contractor** to **You**.

“**Insured Works**” means the **Construction Work** described in the Policy Schedule, which was carried out by the **Contractor** on **Your** behalf and can be evidenced by a **Contract**; and for which the **Guarantee** was issued to **You** in respect of.

“**Policy**” means this contract of insurance between **You** and **Accelerant**.

“**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 of PO Box 26332, Ayr, KA7 9BJ.

“**You, Your, Policy Holder**” means the person or body corporate named in the Policy Schedule.

What is Covered

On behalf of **Accelerant**, **We** 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 **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 material supplied and installed 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 **Guarantee** provided to **You** 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 **Accelerant's** behalf.

The Duration that this Policy is Effective for

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 Guarantee**, whichever is the lesser of those periods.

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

Financial Limits of this Policy

The maximum amount payable in respect of all claims made against this **Policy** will not exceed 125% of the **Contract Value** as stated in the Policy Schedule (e.g. contract value of £10,000 means a policy limit of £12,500). This financial limit is used up as **We** accept 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 Guarantee**;
2. any loss or damage where **You** are unable to supply a **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 £100 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 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**;
11. any loss or damage caused by fair wear and tear or the discolouration or the aesthetic deterioration of the **Insured Works**;
12. the failure of any structural waterproofing system where there is a structural failure of the substrate of the **Property** or where a back-up battery pack has not been replaced;
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 loss or damage that occurs where the design load of the **Construction Work** or any associated foundations has been exceeded;
17. any **Defect** discovered or reported to the **Contractor** more than 6 months before the **Contractor Ceased Trading**;
18. 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 a **Defect**;
19. 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;
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 **Policyholder** 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

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 **Us** under this **Policy** unless the **Contractor** has **Ceased Trading**.
2. It is a condition precedent to liability that **You** are the beneficiary of the **Guarantee**. Therefore, **You** shall not receive any benefit under this **Policy** unless **You** are the beneficiary of the **Guarantee**.
3. Where a **Defect** is evident in the **Insured Works** and the **Contractor** has not **Ceased Trading**, **You** should immediately arrange for the **Contractor** to rectify that **Defect**.
4. Where the **Insured Works** relates to structural waterproofing, all pumps and electrical equipment forming part of the **Insured Works** must be regularly maintained under a continuous contract in accordance with **Contractor's** specification.
5. **You** must keep the **Property** in which **Insured Works** are situated in a dry and weatherproof condition and in a good and proper state of maintenance. For the avoidance of doubt, without limitation the words 'good and proper state of maintenance' are deemed to include good and proper maintenance of roofs and rainwater disposal systems, soil and waste disposal, hot and cold water systems, internal floor levels and external ground levels relative to damp-proofing courses, adequate sub flooring through ventilation and of the general structure of the **Property**.
6. Any recommended additional works identified in the original **Contract**, provided by the **Contractor** that were considered necessary for the **Insured Works** to become effective after the installation, must have been incorporated within 12 weeks of **Completion Date**.
7. **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 **Us** 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**.
8. **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.
9. **Accelerant** 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 **Accelerant** shall be or may become entitled or subrogated under this **Policy**; and **You** shall at **Accelerant's** request and expense do such acts as may reasonably be required by **Accelerant**.
10. Where **You** hold this **Policy** for reasons mainly related to **Your** business, trade or profession; **We**, on behalf of **Accelerant**, shall have no liability to pay damages to **You** for late payment of a claim under this **Policy**, unless **We** fail deliberately or recklessly to pay the claim within a reasonable time.

The Applicable Law

Unless agreed to the contrary by **You** and **Accelerant**, 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 Guarantee** is transferable. Where the **Guarantee** states that it is transferable to a subsequent owner of the **Property**, **You** should pass both this **Policy** and a copies of both the **Contract** and **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 Guarantee** as well as the **Contract** relating to the **Insured Works**; 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** in the **Insured Works**, **You** should immediately report this to the **Contractor**, who is obliged to honour the terms of their **Guarantee to You** for its duration. Remember, **You** need to allow the **Contractor** the opportunity to rectify a **Defect**; 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** whilst the **Contractor** is still trading.

If **You** cannot contact the **Contractor** and/or 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.

As part of the claims process, **We** will request that **You** complete a short claim form in order to advise **Us** about 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 Guarantee**; a copy of the **Contract** relating to the **Insured Works**; evidence that **You** are the owner of the **Property** (where requested); and any other information relating to the **Insured Works** that **We** may require.

At this stage **We** will also request that **You** make payment of the **Claim Survey Fee to Us**.

Upon receipt of a complete claim submission from **You**, **We** will instruct an **Alternative Firm** to carry out a survey in respect of the **Insured Works** in order to determine if a **Defect** has occurred.

If the survey confirms that a **Defect** has occurred and a valid claim is accepted by **Us**, on behalf of **Accelerant**, the **Claims Survey Fee** will be retained and offset against any applicable **Excess** (or returned where in part where additional funds are held). **We** will then either 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 undertaken.

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 **Accelerant**. 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 will 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 **Accelerant** 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 **Accelerant** to seek remedies from **You** in respect of any claims paid.

Warranty Services Limited is registered in Scotland, 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

Accelerant Insurance UK Limited is registered in England as a Limited Company, with the registered address of One Fleet Place, London, England, EC4M 7WS. Company registration number 03326800.

Accelerant Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 207658.

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



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 Accelerant Insurance UK 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 construction work (involving at least one of the following work types; damp proofing (rising and/or penetrating damp), timber treatment, external water repellent, structural waterproofing Type A, Type C, mixed or combined, lateral restraints, wall ties, masonry beaming, underpinning, floor screeds, roofing, lintel stabilisation, piling stabilisation, crack stitching, and/or concrete repairs) 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.

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

The contractor who you have contracted with to carry out property care work at your property provided information about your contract 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 Accelerant Insurance UK Limited when arranging and administering an Insurance Backed Guarantee. Furthermore, we also act on behalf of Accelerant Insurance UK Limited when handling claims made against an Insurance Backed Guarantee.

How are we owned and operated?

100% of the share capital of Warranty Services Limited is owned by Accelerant Insurance UK Limited.

How are we remunerated?

In respect of an Insurance Backed Guarantee; QANW collects the insurance premium from the contractor who carried out the work undertaken at your property. QANW retains a portion of the net premium and remits the balance of the premium to Accelerant Insurance UK Limited.

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>

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Insurance Backed Guarantee Insurance Product Information Document



Company: Accelerant Insurance UK Limited Product: Insurance Backed Guarantee

Accelerant Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, in the UK.
Our Firm Reference Number is 207658.

This Insurance Product Information Document is only intended to provide 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 document headed "Policy of Insurance".

What is this type of insurance?

An Insurance Backed Guarantee is an insurance product which is designed to meet the demands and needs of those who have had construction work carried out at their Property by a Contractor and require insurance protection in the event that the Contractor completes the construction work, but is consequently unable to honour the terms of their Guarantee due to having Ceased Trading.



What is insured?

- ✓ An Insurance Backed Guarantee will protect you against the unforeseen costs that may arise where a Defect occurs within the Insured Works and the Contractor is unable to rectify such a Defect under the terms of their own Guarantee, as a result of having Ceased Trading.
- ✓ Construction work is considered to be repair, maintenance and improvement work to Your Property which consists of one of the following work types: damp proofing (rising and/or penetrating damp), timber treatment, external water repellent, structural waterproofing Type A, Type C, mixed or combined, lateral restraints, wall ties, masonry beaming, underpinning, floor screeds, roofing, lintel stabilisation, piling stabilisation, crack stitching, and/or concrete repairs.
- ✓ A Defect is a physical fault or error in the Insured Works which was caused by the defective workmanship of the Contractor or defective material supplied and installed 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 Guarantee provided to You by the Contractor.
- ✓ In the event of a valid claim, an Insurance Backed Guarantee will meet the unforeseen costs relating to 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.
- ✓ The maximum amount payable in respect of all claims made against an Insurance Backed Guarantee is 125% of the Contract Value, which is detailed on the Policy Schedule.



What is not insured?

- An Insurance Backed Guarantee does not provide cover for:
- ✗ Any loss that would not have been recoverable under the terms of the Contractor's own Guarantee; or any loss that does not relate to the Insured Works originally undertaken by the Contractor.
 - ✗ Any loss where you are unable to supply a copy of the Guarantee.
 - ✗ any loss or damage where the Contractor has not Ceased Trading.
 - ✗ any monetary amount which is above the financial limit of the policy. The financial limit of the policy is 125% of the contract value stated on the Policy Schedule.
 - ✗ the first £100 of each claim that you make against an Insurance Backed Guarantee, which is the Excess.
 - ✗ Any loss or damage which does not specifically relate to the physical rectification of the insured works.
 - ✗ any remedial work, which may be the subject of a claim under the Policy, undertaken to the Insured Works without the QANW's consent.
 - ✗ 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 a Guarantee to you. You will be required to provide a copy of both a Contract and 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 Guarantee by the Contractor, you may not be able to make a claim. **Where the Policy Holder does not have a Guarantee issued to them by the Contractor within 30 days of the property care works being completed, you should request a copy from the Contractor as a matter of urgency.**
- ! The cover provided by an Insurance Backed Guarantee is specifically related to meeting the cost of the rectification of the Insured Works. Therefore, any other damage suffered to the your Property or any other loss that you might incur as a consequence of a Defect 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, and Northern Ireland.



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 the policy documentation is returned for amendment.
- You are obliged to keep the Property that the Insured Works is situated in, in a dry and weatherproof condition and in a good and proper state of maintenance. For the avoidance of doubt, without limitation the words 'good and proper state of maintenance' are deemed to include good and proper maintenance of roofs and rainwater disposal systems, soil and waste disposal, hot and cold water systems, internal floor levels and external ground levels relative to damp-proofing courses, adequate sub flooring through ventilation and of the general structure of the Property.
- Any pump or electrical equipment forming part of the Insured Works must be regularly maintained under a continuous contract in accordance with any specification set out by the Contractor.
- You, as part of a claim submission, need to be able to supply copies of the following documentation along with a completed claim form: a copy of the Policy; a copy of the Contractor's Guarantee; a copy of the Contract relating to the Insured Works; evidence that you are the owner of the Property (where requested); and any other information relating to the Insured Works that We may require.
- If you identify a Defect in the Insured Works, you should immediately report this to the Contractor, who is obliged to honour the terms of their Guarantee for its duration.
- If you identify a Defect in the Insured Works and cannot contact the Contractor, and find that they have ceased to trade, you should contact the policy administrator QANW within 30 days by e-mailing claims@qanw.co.uk in order to intimate a claim. Alternatively, QANW can be contacted by telephoning 01292 268020 during office hours or in writing to The Claims Department, QANW, PO Box 26332, Ayr, KA7 9BJ.



When and how do I pay?

When you decide that you wish to purchase an Insurance Backed Guarantee, you should pay the one-off premium to your contractor. QANW collects the full insurance premium from your contractor when they apply for an Insurance Backed Guarantee.

Your contractor will retain any administration fee that they charge relating to the provision of an Insurance Backed Guarantee.

A claim survey fee of £150 is payable by the policy holder upon presentation of a completed claim form. QANW will use this money to instruct an alternative firm to undertake an investigation into the claim. If the investigation establishes that a claim is admissible under the terms of an Insurance Backed Guarantee the £100 will be retained and offset against any applicable excess (which is the policy holders' contribution towards a claim).



When does the cover start and end?

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 Guarantee, whichever is the lesser of those periods.



How do I cancel the contract?

The Policy Holder has 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 the policy administrator, QANW at PO Box 26332, Ayr, KA7 9BJ. When doing so, you should return the policy documentation to QANW, who will confirm both receipt and cancellation of cover to the policy holder and arrange for a full refund of premium.

If you wish to cancel an Insurance Backed Guarantee after 14 days of receipt; or if a claim has been made; or if the premium was paid by a party other than the Policy Holder; there will be no return of premium.

If an Insurance Backed Guarantee is cancelled, no claim can be made at any time in the future.

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