

GUARANTEE INSURANCE

Insurer

This insurance policy is underwritten by Evolution Insurance Company Limited

“**Insurer**” means Evolution Insurance Company Limited a company registered in Gibraltar, Registered Number 88737 with a registered office at Level 2, Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar.

“**Scheme Administrator**” This policy is administered on behalf of the **Insurer** by Peacock Insurance Services, Oak House, Eastwood Business Village, Harry Weston Road, CV3 2UB.

ASSIGNMENT

This guarantee is transferable to successors in title, providing that they are the owner of the property detailed in the certificate, on payment of a transfer fee within 30 days of completion of contracts.

PERIOD OF COVER:

As per the start and finish dates listed on the Certificate of insurance.

LIMIT OF GUARANTEE

The Maximum limit recoverable hereunder at the date of commencement of this Insured Guarantee as stated on your on the Certificate of Insurance.

THESE ARE THE FULL TERMS AND CONDITIONS

- 1, In the event of the Contractor of the items under guarantee being unable to undertake any necessary remedial works under the terms of its own long term guarantee due to cessation of trading, insurers will indemnify the holder of the Insured Guarantee for the cost of such work, providing that (a) Peacock Insurance services has been notified within 30 days of the fault first occurring and (b) the Claims Procedure being adhered to. It is understood that cover provided by this guarantee is limited to the cost of removal, repair, alteration, rectification or remedial work that is required to be undertaken within the terms and conditions of the long term guarantee issued by the Peacock Insurance Services Member, on behalf of Evolution Insurance Company Limited.
- 2, Insurers will not be liable for any accidental or consequential loss or damage as a result of the failure of the products or services provided by the Contractor.
- 3, In the event that during the period of insurance you become entitled to any service or replacement materials under the terms of the Contractor’s guarantee or in connection with the Contractor’s self-certification and the Contractor is unable to meet such entitlement due solely to the fact that the Contractor has ceased to trade then we will arrange for the provision of such work and or materials and this insurance will indemnify you for any costs arising therefrom up to the policy limit of liability.
- 4, No cover is provided for any defects first discovered or reported to the Contractor more than 3 months prior to the Contractor ceasing to trade.
- 5, No cover is provided for any items or work carried out that is not stated or contained within the Contractor’s contract.
- 6, Whilst every endeavour will be made to replace products on a like for like basis, no liability is accepted for aesthetic differences where an exact match cannot be supplied.
- 7, No alteration in the terms of this Insured Guarantee or any endorsements hereon will be held unless approved and signed by insurers.
- 8, This Insured Guarantee does not cover any loss or damage, which at the time of happening is insured and/or protected by, or would, but for the existence of this Insured Guarantee, be insured or protected by any other existing insurances.
- 9, No cover is provided for any claim that is the consequence of subsidence or earth movement of any kind caused by any reason whatsoever (this would normally be covered by your buildings insurance).
- 10, A £250 excess will be payable on each and every claim.

CLAIM PROCEDURE

In the event of any claim under this insured Guarantee, the Insurers reserve the right to appoint an authorised Peacock Insurance Services appointed company to carry out work and shall not be liable for any work carried out without written authorisation by Peacock Insurance Services. This Insured Guarantee does not provide any Emergency Service for such works.

In order to make a claim under this Insured Guarantee, the customer must provide the following:

- a) Proof the Contractor has ceased to trade
- b) A copy of the Contractor's Contract & Guarantee (to establish that the faults are covered within the Contractor's original guarantee)
- c) Proof of payment (Bank/Building society statement)
- d) A fully completed Peacock Insurance Services Claim Form.

An application for a Claim Form must be made in writing to:

Peacock Insurance Services, Oak House, Eastwood Business Village, Harry Weston Road, Coventry, CV3 2UB

Your Right To Cancel

You have the right to cancel cover under this Policy. If you wish to cancel the cover you must do so within 14 days starting on the day after you receive the policy documents. Please write to the **Scheme Administrator**.

Please quote the policy number shown in the Certificate of Insurance when cancelling. If you choose to cancel the premium paid will be returned. Any return of premium will only be made to the party that has paid the premium. In the case of the Insured being a Commercial entity an administration fee of £25 will apply.

All policy documents and the Certificate of Insurance must be returned with the cancellation request.

You should be aware that if you choose to cancel the policy after the 14 days, no refund of premium will be paid.

Enquiries and Complaints

If you have any enquiry about this insurance you should contact the **Scheme Administrator**. Please quote your policy number or claim number so that your enquiry can be dealt with quickly.

If you have a complaint you should contact The Complaints Manager at Peacock Insurance, Oak House, Eastwood Business Village, Harry Weston Road, CV3 2UB. In the course of dealing with a complaint it may be necessary for the matter to be referred to Evolution Insurance Company Limited – you will be informed immediately if this is the case. Please quote your policy number or claim number in all correspondence.

In the unlikely event that the matter is still not resolved to your satisfaction your complaint can be referred to the Financial Ombudsman Service ('FOS') at South Quay Plaza, 183 Marsh Wall, London E14 9SR or by phone on 0845 080 1800. Please note you have 6 months from the date of our final response in which to refer the matter to the FOS. Referral to the FOS does not affect your right to take legal action against us.

About The Insurer

Evolution Insurance Company Limited is registered in Gibraltar, number 88737, and is licensed and regulated by the Gibraltar Financial Services Commission under the Insurance Companies Act 1987 of Gibraltar and is a member of the UK's Financial Services Compensation Scheme, Financial Ombudsman Service and the Association of British Insurers (ABI). Evolution Insurance Company Limited are authorised by the Financial Services Commission in Gibraltar and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our authorisation and regulation by the Financial Conduct Authority are available from us on request.

Financial Services Compensation Scheme

If we are unable to meet our liabilities you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at www.fscs.org.uk, or by email at enquiries@fscs.org.uk or by phone on 0207 892 7300.

Data Protection Act 1998

The **Insurer** may store your information (including your personal details) on a computer and use it for administration, risk assessment, research and statistical purposes, marketing purposes and for crime prevention. Your personal details will only be disclosed to third parties if it is necessary for the performance of this insurance contract. It may be sent in confidence for processing to other companies in our group (or companies acting on our instructions), including those outside the European Economic Area. In addition we may disclose the information you have supplied to other third parties such as solicitors, loss adjusters, repairers, the Police and Government agencies and other insurance companies in order to process your claim, and meet our legal obligations.

By accepting this insurance, you signify your consent to the above and for your information (including your personal details) to be processed by us, our agents and the administrator.

In Compliance with the Data Protection Act 1998, you are entitled to ask us to amend our records about you if they are not correct, and you may request a copy of the information we hold about you by applying to us in writing addressed to: **Data Compliance Manager**, Peacock Insurance, Oak House, Eastwood Business Village, Harry Weston Road, CV3 2UB or by emailing: hrcompliance@peacockinsurance.co.uk. We may charge you the statutory fee of £20 for this service.

Fraud

The **Insured** must not act in a fraudulent way. If the **Insured** or anyone acting for the **Insured** or the **User**:

- makes a claim under the insurance knowing the claim to be false or exaggerated in any way; or
- makes a statement in support of a claim knowing the statement to be false in any way; or
- sends us or the administrator any documentation in support of a claim knowing the documentation to be forged or false in any way; or
- makes a claim for any loss caused by the **Insured's** deliberate act or with the **Insured's** agreement;

then the **Insurer**:

- **will not pay** the claim;
- will not pay any other claim which has been or will be made under the insurance;
- may declare the insurance void;
- will be entitled to recover from the **Insured** the amount of any claim already paid under the insurance;
- will not return any of the premiums;
- may pass your details to the authorities should it become necessary for investigative purposes.

Other Important Notes

Language - All communication between you and us will be conducted in English.

In accordance with the Disability Discrimination Act 1995, we are able, upon request, to provide a text phone facility, audio tapes and large print documentation. Please advise us if you require any of these services to be provided so that we can communicate with you in an appropriate manner.