



## Invasive Weed Eradication Insurance Backed Guarantee Your Demands and Needs



This product meets the demands and needs of those who have had Invasive Weed eradication work carried out by a Property Care Association registered Contractor and require insurance protection to provide financial recompense in the event that the Contractor has Ceased Trading and is unable to honour the terms of their Written Guarantee. Because Guarantee Protection Insurance Ltd ('GPI') has not reviewed your individual circumstances we are not in a position to provide you with a personal recommendation relating to this product. GPI have provided you with information about the product in order for you to determine whether this product is suitable for your needs, you should read the associated documentation and decide if this policy suits your particular requirements.

### Policy Summary

This is a summary of the Policy and does not contain the full terms and conditions of the cover, which can be found in the Policy, named the Policy of Insurance. It is important that you read the Policy of Insurance carefully when you receive it.

#### Name of the Insurer

The Insurer of this Policy is Guarantee Protection Insurance Limited.

#### Type of Insurance and Cover

An Insurance Backed Guarantee will honour the terms of the **Written Guarantee** provided to the **Policy Holder** in respect of **Invasive Weeds** eradication work carried out on their behalf by a **Contractor**, where that **Contractor** has **Ceased Trading** and is unable to honour their obligations.

The Policy will protect the **Policy Holder** against the reasonable cost of the retreatment of **Invasive Weeds** in the **Insured Works**, which is the responsibility of the **Contractor**, and which would have been covered by the **Written Guarantee**. If the **Contractor** has **Ceased Trading**, this Insurance Backed Guarantee will honour the **Contractor's** obligations and meet the reasonable cost of retreatment works required to the **Insured Works**.

A Claim Survey Fee of £250 is payable by the **Policy Holder** upon presentation of a claim. The **Insurer** will use this money to instruct an appropriate remedial firm to undertake an investigation into the claim. If the investigation establishes a claim is admissible under the terms of this Policy the £250 will be refunded to the **Policy Holder**.

#### Significant and Unusual Exclusions or Limitations

Like every insurance policy, the Policy excludes some situations and the **Policy Holder** should read the Exclusions section on the reverse of the Policy carefully.

The Policy specifically defines the instances where a **Contractor** has **Ceased Trading**. Any losses occurring where the **Contractor** has not **Ceased Trading** may be the responsibility of the **Contractor** and the **Policy Holder** shall be required to seek recourse through the **Contractor** in the first instance.

The Policy is designed to meet the cost of the remedial treatment of the re-growth of **Invasive Weeds** that would have been covered by the **Contractor's Written Guarantee**. Treatments which fall out with the terms of the **Contractor's Written Guarantee** will not be covered by the Policy.

The maximum amount which can be paid out under the Policy is the Contract Value shown in the Policy Schedule.

Whilst the Policy will pay for appropriate remedial or re-treatment treatment works to the defined area of the **Insured Works**, it will not meet the cost of any **Consequential Loss**. The definition of a **Consequential Loss** can be found in the Definitions section of the Policy.

The Policy will not meet the cost of any remedial works carried out to the **Insured Works** without the **Insurer's** consent.

Where the **Policy Holder** has made a payment to the **Contractor** via credit card or finance agreement for the installation of the **Insured Works**, the lender or credit card provider may have liability equal to that of the **Contractor** in the event of breach of contract. This consumer protection mechanism is set out in the Consumer Credit Act 1974. As such the Policy will not meet remedial costs where the **Policy Holder** is protected by such legislation. In these situations, the **Policy Holder** shall be required to seek recourse through the lender/credit provider in the first instance.

#### Duration of the Policy

The Policy will remain in force for the period shown on the Period of Insurance section of the Policy which is usually 10 years from the **Completion Date** or the period of the **Contractor's Written Guarantee**, whichever is the lesser period. The **Policy Holder** does not need to review the level of cover during the term of the Policy.

#### Right of Cancellation

The **Policy Holder** may cancel this Policy within 14 days of receipt should they no longer wish the cover. A full explanation of how to cancel the cover can be found in the Policy of Insurance.

#### How to Make a Claim

In the event of the **Policy Holder** identifying any regrowth of the **Invasive Weeds** treated in the defined area of the **Insured Works** the matter should immediately be reported to the **Contractor**. However, if the **Policy Holder** finds that the **Contractor** has **Ceased Trading** then they should contact the **Insurer** within 30 days in writing at The Claims Department, Guarantee Protection Insurance Ltd, PO Box 26332, Ayr, KA7 9BJ or by telephone during office hours on 01292 268020.

As part of the claims process and in order to validate any claim, the **Insurer** will request that a claim form is completed by the **Policy Holder** and 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.

A Claim Survey Fee of £250 is payable upon presentation of the Claim form. The **Insurer** will use this money to instruct an appropriate remedial firm to undertake an investigation into the claim. If the investigation establishes a claim is admissible under the terms of this Policy the £250 will be refunded to the **Policy Holder**.

#### Complaints

The **Insurer** hopes that the **Policy Holder** will be happy with this Policy. However, if for any reason the **Policy Holder** is unhappy and wishes to intimate a complaint, the **Policy Holder** 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.

The **Insurer** is a member of the Financial Ombudsman Service (FOS), Exchange Tower, London, E14 9SR. If the **Policy Holder** has complained to the **Insurer** and they have been unable to resolve the complaint, the **Policy Holder** may then be entitled to refer it to this independent body.

#### Financial Services Compensation Scheme

The **Insurer** is a member of the Financial Services Compensation Scheme (FSCS). The **Policy Holder** may be entitled to compensation from the scheme if the **Insurer** cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from FSCS, 10<sup>th</sup> Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU Telephone number 0207 741 4100.

#### Guarantee Protection Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

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