



## KNOTWEED EXPRESS INSURANCE BACKED GUARANTEE



### Your Demands and Needs

This product meets the demands and needs of those who have had work carried out to treat and monitor **Japanese Knotweed** and who require insurance protection in the event that the **Contractor** completes the **Contract**, but is consequently unable to honour the terms of their own **Written Guarantee** due to having **Ceased to Trade**.

### Policy Summary

This is a summary of the **Policy of Insurance** and does not contain the full terms and conditions of the cover, which can be found in the **Policy of Insurance** named "Knotweed Express Insurance Backed Guarantee Policy of Insurance". It is important that the **Policy Holder** reads the **Policy of Insurance** carefully when it is received.

#### Name of the Insurer

The **Insurer** of the **Policy of Insurance** is Guarantee Protection Insurance Limited.

#### Type of Insurance and Cover

The **Policy of Insurance** will protect the **Policy Holder** after the completion of the **Contract**. In the event that the **Contractor** has **Ceased to Trade** and is therefore unable to honour the terms of their own **Written Guarantee**, the **Insurer** will either instruct an **Alternative Firm** to re-treat (by herbicide treatment only) **Japanese Knotweed** in accordance with the **Written Guarantee**; or pay in cash the amount of the proven loss.

#### Significant and Unusual Exclusions or Limitations

Like every insurance policy, the **Policy of Insurance** excludes some situations and limits cover in some areas. A complete list of exclusions can be found within the **Policy of Insurance** itself. The more significant and unusual exclusions, conditions and limitations are as follows:

- The **Policy Holder** should ensure that the **Contractor** provides them with a **Management Plan** prior to treatment work commencing and a **Completion Certificate** and **Written Guarantee** when the treatment and monitoring works have been completed. This is because the **Insurer** shall not pay for any loss where the **Policy Holder** is unable to supply a copy of a **Management Plan**, **Completion Certificate** and **Written Guarantee**.
- The **Policy of Insurance** is designed to protect the **Policy Holder** in the event that the **Contractor** has **Ceased to Trade** and is unable to honour its obligations. Therefore, the **Policy of Insurance** excludes situations where the **Contractor** is still trading or has not **Ceased to Trade**.
- In the event of a **Contractor** having **Ceased to Trade**; the re-treatment of **Japanese Knotweed** must be undertaken by an **Alternative Firm** appointed and instructed by the **Insurer**. Accordingly, the **Policy of Insurance** shall not pay for any works undertaken without the **Insurer's** consent.
- There are some situations in which the **Policy Holder** may have means of financial recourse which are established in, and protected by, law. For example, where the **Policy Holder** has paid for the **Contract** by entering into a debtor-creditor-supplier agreement (for instance, paying by credit card), the **Policy Holder** may, in some circumstances, be able to obtain recourse via the creditor, under Section 75 of the Consumer Credit Act 1974. Where the **Policy Holder** has those means of recourse, they will be required to be exhausted in the first instance as the **Policy of Insurance** shall not pay for losses which are capable of being reclaimed in this manner.
- In respect of any necessary re-treatment of **Japanese Knotweed**, the **Policy of Insurance** is designed to honour the terms of the **Contractor's Written Guarantee**. This being the case, the **Policy of Insurance** shall not pay for any re-treatment which would not have been provided under the **Written Guarantee**.
- The **Policy of Insurance** has an **Excess** which shall apply in each and every claim. Therefore, the **Policy of Insurance** shall not pay the first amount of £100 in each claim. This amount is the responsibility of the **Policy Holder**.
- The subject matter of the **Policy of Insurance** is the treatment and monitoring of **Japanese Knotweed** within the **Defined Area** outlined within the **Management Plan**. Therefore, the **Policy of Insurance** shall not pay for any losses which arise outside of the **Defined Area**.
- The **Policy of Insurance** is not designed to rectify any damage caused by the growth of **Japanese Knotweed**. Accordingly, the **Policy of Insurance** shall not pay for the rectification of any damage caused by the growth of **Japanese Knotweed**.
- The **Insurer's** liability shall not exceed the **Contract Value** as set out within the limits of liability section of the **Policy of Insurance**. Any amounts over this limit shall be the responsibility of the **Policy Holder**.

### **Duration of the Policy**

The **Policy of Insurance** is originally issued based on an **Estimated Completion Date** as detailed within the Policy Schedule, however cover shall only commence on the **Completion Date**, this being the date that the **Contractor** certifies, in the form of a **Completion Certificate**, that the treatment and monitoring works detailed in the **Management Plan** have been completed.

The **Policy of Insurance** commences on the **Completion Date** and shall expire upon the tenth yearly anniversary of the **Completion Date**, or upon the expiry of the **Contractor's Written Guarantee**, whichever comes first.

### **Right of Cancellation**

The **Policy Holder** may cancel the **Policy of Insurance** within 14 days of receipt should they no longer wish the cover. A pro-rata refund of premium shall be arranged and a £15 administrative fee shall be deducted from any refund of premium due. Where the **Policy of Insurance** was purchased on the **Policy Holder's** behalf by a third party, no return of premium can be given and no administrative fee shall be payable to the **Insurer**.

In the event that the treatment and monitoring work detailed within the **Management Plan** is unable to be completed by the **Contractor**, then no cover shall incept under this **Policy of Insurance** and a full return of premium shall be provided to the **Policy Holder** by the **Insurer**.

### **How to Make a Claim**

In the event that the **Contractor** has **Ceased to Trade** and is unable to treat re-growth of **Japanese Knotweed** under the terms of their **Written Guarantee**, the **Policy Holder** should contact the **Insurer** for this insurance via e-mail to [claims@gp-insurance.co.uk](mailto:claims@gp-insurance.co.uk) or in writing at Claims Department, Guarantee Protection Insurance Limited, PO Box 26332, Ayr, KA7 9BJ or by telephone during office hours on 01292 268020 in order to intimate a claim as soon as possible.

As part of the claims process and in order to validate any claim, the **Insurer** will request that a claim form be completed by the **Policy Holder**. The **Insurer** shall request copies of the following documentation from the **Policy Holder**: A copy of this **Policy of Insurance**, a copy of the **Contract** and **Management Plan**, a copy of the **Completion Certificate**, a copy of the **Written Guarantee**, and any other documentation that may reasonably be required. Failure to provide the **Insurer** with such documentation could affect the outcome of a claim.

A **Claim Survey Fee** of £250 is payable by the **Policy Holder** upon presentation of the claim form. The **Insurer** 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 this **Policy of Insurance** the £250 will be refunded to the **Policy Holder**.

### **Complaints**

The **Insurer** hopes that the **Policy Holder** will be happy with the **Policy of Insurance**. 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). 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 by writing to FOS, Exchange Tower, London, E14 9SR, or by visiting the FOS website at <http://www.financial-ombudsman.org.uk/>.

### **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**



## About our Insurance Services

**Guarantee Protection Insurance Ltd (GPI)**  
**PO Box 26332, Ayr, KA7 9BJ**



### **1. The Financial Conduct Authority (FCA)**

The FCA is the independent watchdog which regulates financial services. Use this information to decide if our services are right for you.

### **2. Whose products do we offer?**

- We offer products from a range of insurers
- We can only offer products from a limited number of Insurers.
- We only offer our own products.

### **3. Which service will we provide you with?**

- We will advise and make a recommendation for you after we have assessed your needs
- You will not receive advice or a recommendation from us in respect of the Knotweed Express Insurance Backed Guarantee. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.

### **4. What will you have to pay us for our services?**

- A fee
- No fee

You will receive a quotation which will tell you about any other fees relating to any particular insurance policy.

### **5. Who regulates us?**

Guarantee Protection Insurance Ltd of PO Box 26332, Ayr, KA7 9BJ is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our number on the Financial Services Register is 207658.

Guarantee Protection Insurance Ltd's permitted business is arranging and providing general insurance contracts.

You can check this on the Financial Services Register by visiting the Financial Services Register's website (<https://register.fca.org.uk/>) or by contacting the FCA on 0800 111 6768.

### **6. Ownership**

Kinnell Holdings Limited owns 100% of the share capital of Guarantee Protection Insurance Limited.

### **7. What to do if you have a complaint**

If you wish to register a complaint, please contact us:

...in writing Complaints Department, Guarantee Protection Insurance Ltd, PO Box 26332, Ayr, KA7 9BJ.  
...by phone 01292 268 020

If your complaint cannot be settled directly with us, you may be entitled to refer the matter to the Financial Ombudsman Service.

### **8. Are we covered by the Financial Services Compensation Scheme (FSCS)?**

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Further information about compensation scheme arrangements is available from the FSCS.