



# Invasive Weed Eradication Insurance Backed Guarantee POLICY OF INSURANCE



## SCHEDULE

**Policy Holder:-**

**Policy No:-**

**Contract Value:-**

**Insured Works:-**

**Contractor:-**

**Completion Date:-**

**Location of Insured Works:-**

### **Period of Insurance**

The insurance operates for a period of 10 years from the **Completion Date**, or the period stated in the **Contractor's Written Guarantee**, whichever is the lesser.

### **Benefits**

The **Insurer** agrees to indemnify the **Policy Holder** in respect of the cost of retreating **Invasive Weeds** which would have been covered by the **Written Guarantee** from the contractor relating to the **Insured Works** at the Location of Works described in the Schedule, where the **Contractor** has **Ceased Trading** and is unable to honour the terms of their own **Written Guarantee** issued to the **Policy Holder**.

### **Limit of Indemnity**

The amount payable hereunder shall not exceed the Contract Value as stated in the Schedule.

### **Claims Procedure**

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 by the **Policy Holder** 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**.

### **Definitions**

When the following words and phrases appear they have the meanings given below. These words are highlighted by the use of bold print.

**"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.

**"Completion Date"** means the date on which the **Insured Works** were fully completed to the **Policy Holder's** entire satisfaction.

**"Consequential Loss"** means any indirect, special or consequential damages or losses suffered or incurred by the **Policy Holder** and for the purposes of this insurance indirect, special or consequential damages or losses shall include, but not be limited to damages to or losses of data, furniture or equipment, economic loss or damage, damage to or loss of profits, interest, business revenue, anticipated savings, business or goodwill, any losses, cost or expenses which are not directly incurred by the **Policy Holder** wholly in respect of or which are additional to the remedial work for which indemnity is provided by this insurance, the costs and expenses of any redecoration, repainting or retiling work, the costs and expenses of removing and/or replacing any cupboards, carpets or other furniture, or any other fixtures or fittings and the incurring of liability for losses or damages of any nature whatsoever suffered by third parties (including in each case incidental and/or punitive damages), even if the **Insurer** is advised in advance of the possibility of any such losses and/or damages.

**"Contractor"** means the Property Care Association approved contractor who undertook the **Insured Works** and who is named in the Schedule.

**"Insurer"** means Guarantee Protection Insurance Ltd, 14 Castle Street, Liverpool, L2 0NE.

**"Invasive Weeds"** means the invasive plants, such as but not limited to Japanese Knotweed, that were the subject of the **Insured Works**.

**"Policy Holder"** means a person or body corporate named on the Schedule.

**"Insured Works"** means the treatment or work carried out in a defined area by the **Contractor** to eradicate **Invasive Weeds**.

**"Written Guarantee"** means the written guarantee or warranty issued by the **Contractor** in respect of the **Insured Works**.

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

## Exclusions

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

- 1 any treatment or re-treatment that would not have been recoverable under the **Contractor's Written Guarantee**; or
- 2 any loss or damage caused by any peril capable of being insured under a commercial property, household or similar policy of insurance whether or not such insurance is effective or in force at the time; or
- 3 any loss where the **Contractor** has not **Ceased Trading**; or
- 4 any loss incurred by the **Policy Holder** which is above the Limit of Indemnity of this Policy; or
- 5 any loss for which compensation/recourse is provided by legislation such as the Consumer Credit Act 1974; or
- 6 any loss which does not directly relate to the re-treatment of the **Insured Works**; or
- 7 any loss of use or **Consequential Loss** of any nature; or
- 8 the removal of any **Invasive Weed** species which was not part of the original specifications of the **Insured Works**; or
- 9 any loss or damage caused by due to neglect in maintenance; or
- 10 any re-treatment work undertaken without the consent of the **Insurer**.

## Conditions

- 1 In the event of any loss or damage occurring the **Insurer** may at their option engage the services of an approved contractor to carry out the work required or pay in cash the amount of the agreed quotation for undertaking the necessary work.
- 2 The **Policy Holder** shall take all reasonable precautions to avoid losses that are or may be recoverable under this insurance.
- 3 The **Policy Holder's** benefit under this insurance is governed by the law of the legal jurisdiction that the **Insured Works** are situated.
- 4 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**.

## Transferability

The benefits of this insurance will pass to subsequent owners of the **Insured Works** providing the **Contractor's Written Guarantee** states it is transferable. No replacement Policy requires to be issued.

## Enquiries and Complaints

Any enquiry the **Policy Holder** may have regarding this insurance should in the first instance be addressed to The Administration Department, Guarantee Protection Insurance Ltd at PO Box 26332, Ayr, KA7 9BJ (Tel No 01292 268020). Please quote Invasive Weed Eradication Insurance Backed Guarantee and the Policy Number (shown in the schedule) so that an enquiry can be dealt with as quickly as possible.

If the **Policy Holder** has reason to make a complaint in relation to this Policy they should write to:  
The Complaints Department of Guarantee Protection Insurance Ltd, PO Box 26332, Ayr, KA7 9BJ.

If the matter remains unresolved thereafter, the **Policy Holder** can then approach:  
The Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

There are some instances where the Financial Ombudsman Service is unable to consider complaints. This will not prejudice the **Policy Holder's** right to take legal proceedings.

## Cancellation

The **Policy Holder** may cancel this Policy within 14 days of receipt by providing written notice to the **Insurer**, at The Administration Department, Guarantee Protection Insurance Ltd, PO Box 26332, Ayr, KA7 9BJ. An administration fee of £25 will be deducted from any return of premium due. This cancellation clause is not applicable where the **Policy Holder** is a commercial entity.

## Financial Services Compensation Scheme

Guarantee Protection Insurance Limited (the **Insurer**) is a member of the Financial Services Compensation Scheme. The **Policy Holder** may be entitled to compensation from the scheme if the **Insurer** cannot meet their obligations. The extent of this depends on the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from Financial Services Compensation Scheme, 10<sup>th</sup> Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU United Kingdom. Telephone Number 0207 741 4100 Website [www.fscs.org.uk](http://www.fscs.org.uk)

## Disclosure

If the Policy of Insurance was purchased for reasons unrelated to the **Policy Holder's** trade, business or profession: Subject to Section 2(2) of the Consumer Insurance (Disclosure and Representations) Act 2012, it is the duty of the **Policy Holder** to take 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 avoid cover from inception and to seek repayment of any claims paid.

If the Policy of Insurance was purchased for reasons related to the **Policy Holder's** trade, business or profession: The **Policy Holder** has an ongoing duty of disclosure in common law to disclose to the **Insurer** any facts which are of material importance. Failure to disclose such facts may permit the **Insurer** to avoid cover from inception. If the **Policy Holder** is in doubt as to whether a given fact is material, it should be disclosed.

## Data Protection

The data supplied by or on behalf of the **Policy Holder** will only be used for the purposes of processing this Policy of Insurance, including underwriting, administration and handling any claim which may arise. The data supplied will not be passed to any other parties other than those which are mentioned herein. It is important that the data the **Policy Holder** has supplied is kept up to date. The **Policy Holder** should therefore notify the **Insurer** promptly of any changes. The **Policy Holder** is entitled upon the payment of an administration fee to inspect the personal data, which is held about them. If the **Policy Holder** wishes to make such an inspection, they should contact the **Insurer**. The **Insurer** may respond to enquiries by the **Policy Holder** concerning this Policy in the normal course of their investigations and where it is necessary to administer the **Policy Holder's** Policy effectively or to protect their interests. The **Insurer** may disclose the data supplied to other third parties such as solicitors, loss adjusters, engineers, repairers, replacement companies and other insurers, etc.

**Guarantee Protection Insurance Ltd - Incorporated in England No 3326800**  
**Registered Office: 14 Castle Street, Liverpool, L2 0NE**