

Mr Sample
Sample Street
Sample Town
Sample County
SAM PLE

XX/XX/20XX

Certificate of Insurance

This certificate is evidence that the Person Insured, as detailed below, is entitled to the benefit of the policy provided the Administrator has received the premium and the Contractor is still trading at the Policy Start date.

General Details

Administrator	HomePro Insurance
Insurer	Red Sands Insurance Company (Europe) Ltd
Certificate Number	12345
Person Insured	Mr Sample
Contract Location	Sample Street, Sample Town, Sample County, SAM PLE
Level of Cover	Value
Contractor	Test Contractor Ltd
Membership Number	00276834
Insured Works	Double Glazed
Completion Date	XX/XX/20XX

In all respects the terms and conditions of the policy shall prevail.

Warranty Cover

Period of Insurance	1 Year from the Completion Date
Sum Insured	25% of the Contract Value to a maximum of £6250
Excess on Claims	£100.00

Please read carefully the enclosed terms & conditions and information about the claims and the complaints process. If you did not receive a copy of these terms & conditions with this letter, or if you have any other queries, please contact the team on the number above, quoting your certificate number, and we will send one out to you.

For and on behalf of the Administrator



E O'Regan
Managing Director

Terms and Conditions One Year Policy

1 Definitions

- 1.1 **"Insurer"** means Red Sands Insurance Company (Europe) Limited of Level 3, Ocean Village Business Centre, Ocean Village Promenade, Gibraltar.
- 1.2 **"Administrator"** means HomePro Insurance, Suite 40b, Port of Liverpool Building, Pier Head, Liverpool L3 1BY.
- 1.3 **"Person Insured"** means a person or body corporate named on the Certificate of Insurance and Customer Return Slip.
- 1.4 **"Contractor"** means the supplier or installer of the **Insured Works** who is named on the Certificate of Insurance and Customer Return Slip.
- 1.5 **"Insured Works"** means the works described on the Certificate of Insurance.
- 1.6 **"Written Guarantee"** means the written guarantee or warranty issued by the **Contractor** in respect of the **Insured Works**.
- 1.7 **"Contract"** means the written agreement that details the obligations of the **Contractor** and the **Person Insured**.
- 1.8 **"Consequential Loss"** means any indirect, special or consequential damages or losses suffered or incurred by the **Person Insured** 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 costs or expenses which are not directly incurred by the **Person Insured** 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.
- 1.9 **"Ceased Trading"** means ceasing to trade due to the appointment of a Liquidator, Receivership, Administration or the winding up of the business due to Bankruptcy or in the event of the death of a sole trader, where that sole traders estate is insolvent.
- 1.10 **"Epidemic Event"** means a defect that occurs in more than 10% of properties where a **Contractor** has installed products in multiple properties as part of a multi-property installation or development or contract.

2 Period of Insurance

- 2.1 is the period of Insurance stated on the Certificate of Insurance.

3 Benefits

- 3.1 Where the **Contractor** has **Ceased Trading** as defined above, the **Insurer** agrees to indemnify the **Person Insured** in respect of the following:
- 3.2 For all types of **Insured Works** and where the **Contractor** is unable to honour the terms of their own **Written Guarantee** issued to the **Person Insured**:
the cost of making good defective workmanship and/or faulty materials.

4 Limit of Indemnity

- 4.1 The amount payable hereunder shall not exceed the **Sum Insured** as stated on the Certificate of Insurance.

5 Claims Procedure

- 5.1 In the event of any defect arising in the **Insured Works** the matter should immediately be reported to the **Contractor**. If a defect becomes apparent to the **Person Insured** and the **Contractor** has **Ceased Trading**, the **Administrator** for this insurance must be advised in writing at: HomePro Insurance, Suite 40b, Port of Liverpool Building, Liverpool L3 1BY, telephone 0800 131 0123, within 30 days and within the period of insurance.
- 5.2 The **Person Insured** must supply all details and proof as may be reasonably called for by the **Administrator**. The **Insurer** shall have the right to inspect the **Insured Works**.

6 Exceptions

- 6.1 Any defect that would not have been recoverable under the **Contractor's** own **Written Guarantee**,
- 6.2 The cost of routine maintenance, overhaul or modifications or loss or damage arising therefrom, any damage or defect 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 for which compensation is provided by legislation such as the Consumer Credit Act 1974,
- 6.3 Any costs other than those covered under Section 3: "Benefits"
- 6.4 any loss of use or consequential loss of any nature,
- 6.5 The cost of replacing a whole area, part or item irrespective of mismatch of colour, design or function after the repair of a damaged area or part only. Examples include, but are not limited to the repair of paved areas, paint, rendering, flooring, carpets and tiled roofs.
- 6.6 Any damage caused by acts of terrorism, war, sonic booms or nuclear radiations as provided by the Insurer standard exclusion clauses,

- 6.7 Any damage or defect caused by fair wear and tear, sunlight, storm, or deterioration due to neglect in maintenance,
- 6.8 Any sealed units and items of door and window furniture, tracks, runners, mountings, mechanisms and trims where the fault arises after the expiry date of the manufacturer's original guarantee,
- 6.9 Any breakage of glass for any reason,
- 6.10 The rectification of defective design of the **Insured Works** but not damage to the **Insured Works** resulting therefrom unless otherwise excluded,
- 6.11 Any remedial work undertaken without the consent of the **Insurer**,
- 6.12 Any loss which is recoverable under any other contract of insurance or from any other source whatsoever,
- 6.13 Any defect or fault that occurred before the **Contractor** had **Ceased Trading**,
- 6.14 Any defect that has been reported to the **Administrator** after the Period of Insurance has finished.
- 6.15 Any defect where the defect has arisen as a result of an **Epidemic Event**.

7 Conditions

- 7.1 In the event of any loss or damage occurring, the **Insurer** may at their option repair, replace or pay in cash the amount of the loss or damage.
- 7.2 The **Person Insured** shall take all reasonable precautions to avoid losses that are or may be recoverable under this insurance.
- 7.3 The **Person Insured's** benefit under this insurance is governed by English Law and will be forfeited if that **Person Insured** knowingly makes a fraudulent claim.
- 7.4 The **Insurer** may at its expense take such proceedings as it sees fit in the name of the **Person Insured** 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 **Person Insured** shall at the request and expense of the **Insurer** do such acts and things as may reasonably be required by the **Insurer**.
- 7.5 If any difference shall arise as to the amount to be paid under this certificate (liability being otherwise admitted) such difference shall be referred to the Financial Ombudsman Service. Any making of an award shall be a condition precedent to any right of action against the **Insurer**.
- 7.6 Where a claim is made and the **Administrator** judges a surveyor is needed to establish the validity and/or the value of the claim, the **Administrator** will appoint a surveyor and at the discretion of the **Insurer** or the **Administrator** the cost may be borne by the **Person Insured**. In the event the claim is approved the surveyor cost if paid for by the **Insurer** will be deducted from the sum insured.

8 Enquiries and Complaints

- 8.1 Any enquiries or complaints you may have regarding this insurance should be addressed to HomePro Insurance, Suite 40b, Port of Liverpool Building, Liverpool L3 1BY, or phone 0800 131 0123. Please quote the Certificate number so that the enquiry can be dealt with quickly.
- 8.2 In the unlikely event that the matter is unresolved once the above have been contacted, you can then approach: The Financial Ombudsman Service, Exchange Tower, London E14 9SR, telephone 0800 023 4567. There are some instances where the Financial Ombudsman Service is unable to consider complaints. This procedure will not prejudice your right to take legal proceedings.

9 Cancellation

- 9.1 You can cancel this policy at any stage. As no premium has been paid for this policy, no refund will apply.

10 Use of Data in respect of your insurance policy

- 10.1 The **Insurer** (and/or the **Administrator** on the **Insurer's** behalf) will use the data that you have supplied for underwriting, administration, claims handling and similar activities. The **Insurer** and/or the **Administrator** may respond to enquiries from the Police concerning your policy in the normal course of their investigations. The **Insurer** (and/or the **Administrator** on the **Insurer's** behalf) may disclose the data you have supplied to third parties such as solicitors, surveyors, repairers etc. You are entitled, upon the payment of an administration fee, to inspect the personal data which is held about you. If you wish to make such an inspection, you should contact the **Administrator**.

11 Other Important Information

- 11.1 Red Sands Insurance Company (Europe) Ltd is registered in Gibraltar under company number 87598 and has a registered office at Level 3, Ocean Village Business Centre, 23, Ocean Village Promenade, Gibraltar and is licensed and regulated by the Gibraltar Financial Services Commission under the Financial Services (Insurance Companies) Act 1987 of Gibraltar. Red Sands is a member of the UK's Financial Services Compensation Scheme and the Association of British Insurers (ABI). HomePro Limited is a private company limited by shares, incorporated in England under registered number 3833783 and is authorised and regulated by the Financial Conduct Authority under register number 304449. English Law applies to your policy unless you have asked for another law and we have agreed to this in writing before the start date.

Terms and Conditions One Year Policy**12 Financial Services Compensation Scheme**

- 12.1 Both HomePro and the Insurer are covered by the Financial Services Compensation Scheme ("FSCS") which is the UK's statutory fund of last resort for customers of financial services. This means that depending on the nature and circumstances of the claim, and subject to the FSCS's applicable financial limitations at the time, you may be entitled to compensation from the FSCS if we are unable, or likely to be unable, to meet our obligations. Further information is available from the FSCS who can be contacted by telephone 0800 678 1100 or 020 7741 4100 and by email via their website at: www.fscs.org.uk/contact-us/