

# INSURED WINDOW GUARANTEES LTD



INSURED WINDOW GUARANTEES

## MEMBERSHIP APPLICATION FORM

***Registered Office:***  
***Cora House • 20 Gills Yard***  
***Wakefield • West Yorkshire • WF1 3BZ***  
***Tel: 0800 0730506 • Fax: 01924 380984***

## COMPANY INFORMATION

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Post Code: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

Sole Trader/Partnership – list Names, Ages & Address of sole trader/all partners:

Limited Company – list all Directors & Company Registration No:

\_\_\_\_\_

\_\_\_\_\_ Registration No: \_\_\_\_\_

Email Address: \_\_\_\_\_

Year Company established? \_\_\_\_\_ Estimated Annual Turnover? £ \_\_\_\_\_

How many Employees? \_\_\_\_\_ Number of Sub-contractors? \_\_\_\_\_

Public & Employers Liability Insurance details:

Who is your cover with at present? Insurance Company: \_\_\_\_\_

Please enclose a copy of the schedule of insurance for Employers (If Applicable) and Public Liability Cover

Has the Company or any Directors/Partners had any CCJ's or moratoriums made against them during the last 5 years or are any pending, or has a receiver been appointed to this or any other company with which the principals have been involved? \_\_\_\_\_

If yes, give details

\_\_\_\_\_

## OWN GUARANTEE INFORMATION

Please enclose a copy of your own company guarantee/purchase contract

Duration of Guarantee:

**Frames** white \_\_\_\_\_ coloured \_\_\_\_\_ **Sealed Units** \_\_\_\_\_

**Hardware** hinges \_\_\_\_\_ locking mechanisms \_\_\_\_\_ Handles \_\_\_\_\_ Letterboxes \_\_\_\_\_

**Other** \_\_\_\_\_

Is the Company FENSA registered?

If yes, please indicate registration No: \_\_\_\_\_ if no, do you intend to apply? \_\_\_\_\_

Do you ensure that the products supplied conform to the appropriate building regulations at the time of installation? \_\_\_\_\_

## CONTACTS

Who will be our contact within your company?

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Has the company ever been refused or had their membership cancelled by other providers of such a guarantee scheme? \_\_\_\_\_

If yes, please provider details of the circumstances: \_\_\_\_\_

\_\_\_\_\_

**REFERENCES**

Please list below the names and addresses of three recent installations:

1. \_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_

3. \_\_\_\_\_  
\_\_\_\_\_

Please list below the names and addresses of two trade credit references with fax number and contact name:

1. \_\_\_\_\_  
\_\_\_\_\_ Fax No: \_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_ Fax No: \_\_\_\_\_

**Documentation to be enclosed with the application:**

Copy of your Guarantee with terms and conditions

Copy of Employers/Public Liability Insurance

Cheque for Membership £195 1yr + VAT - £295 2yr + VAT

**IMPORTANT INFORMATION**

The information contained within this application form is honest and truthful. I confirm that references may be requested from any of the parties provided within this application form and I give permission for a credit check to be gained on the company and/or partners/directors. I have read and understand the information contained within IWG's Terms of Business, which has been provided to me.

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

Position in Company: \_\_\_\_\_

**OFFICE USE ONLY**

Member Number \_\_\_\_\_ Date Joined \_\_\_\_\_

Amount Paid \_\_\_\_\_ Direct Debit Amount \_\_\_\_\_

Application Pad Numbers Issued \_\_\_\_\_ PL/EL Confirmed \_\_\_\_\_

Manager's Comments: \_\_\_\_\_  
\_\_\_\_\_

Signed \_\_\_\_\_ Dated \_\_\_\_\_

# IWG's TERMS OF BUSINESS IMPORTANT NOTICE

## PLEASE RETAIN FOR YOUR INFORMATION

**1) Introduction** – Our intention is to establish clearly with you the basis on which we will provide you with insurance agency services, unless there is a more specific agreement in place in writing and agreed between you (the client) and us (IWG).

**2) FSA** - We, Insured Window Guarantees Limited (IWG) are authorised and regulated by the Financial Services Authority (FSA) - 25 The North Colonnade, Canary Wharf, London E14 5HS.

**3) Status** – As an independent intermediary, we act on your behalf. As scheme brokers, we offer a single exclusive insurance facility specifically for Insurance Backed Guarantees.

**4) Non Statutory Trust** – The aim of the trust is to protect the clients in the event of the failure of the firm, or failure of the bank or third party at which the money may be held. In such circumstance, the firm's general creditors should not be able to make claims on client money, as it will not form part of this firm's property. The fact we will hold money on trust gives rise to fiduciary duties, which will be owed to you until the client money reaches the insurer or product provider. We hold client money subject to a non-statutory trust. This means that we are entitled to and may use client money held on behalf of one client to pay another clients premium before the premium is received from that other client, and to pay claims and premium refunds to another client before we receive payment from the insurer. However, we are not entitled to use client money to pay commissions before we receive the relevant premium from the client.

**5) Professional Indemnity** – in accordance with FSA rules, we maintain professional indemnity cover to a minimum level of indemnity of €1.5M in aggregate for any one year.

**6) Confidentiality** - Unless required by law, public interest or virtue of our FSA authorisation, all information that you give us will be kept confidential to us and other parties involved in the normal course of arranging and administering your insurance programme. Under the Data Protection Act 1988 you have the right to access any personal information we may hold within our records. We will take the appropriate and reasonable steps to maintain the security of all information in our possession.

**7) Disclosure of Information** – We wish to ensure all our clients are aware of their duty of disclosure. It is your responsibility to ensure any statements made by you or answers given by you are correct and true. Any failure to disclose a material fact may prejudice your insurance cover at a future date. A material fact refers to all information, which a prudent insurer would wish to consider when understanding the risk exposures you face. If you are uncertain as to what constitutes a material fact, please refer to IWG and we will advise you accordingly. There is a continual responsibility on you to disclose any change in circumstances that may be a material fact affecting your insurance programme. In the event of any breach of duty or failure to disclose a material fact, the insurers may void the policy or may be entitled to seek recovery of any claims already paid, although insurers would generally be required to repay any premiums already paid to them.

**8) Solvency of Insurers** – We will only place insurance with insurers whom satisfy our financial security advisors. Whilst the information used to review any insurers solvency is obtained from reliable sources, we cannot guarantee the solvency of any insurer and the financial standing of any insurer can change after the insurance is inception and while we will endeavour to keep you advised of any changes in the financial integrity that we become aware of. We recommend you review the financial information available to you throughout the duration of the guarantee.

**9) Awareness of Policy Terms** – On issue to you, it is your responsibility to carefully read the terms and conditions of your guarantee, which forms the basis of the contract you have purchased. If you are in any doubt as to the extent of the terms and conditions, please seek our advice immediately.

**10) Claims** – Should you have reason to claim on your guarantee please advise us of the circumstances of any incident which may become the subject of a claim promptly. If appropriate we will issue a claim form to you for completion and return to us.

**11) Complaints** – At all times we strive to provide a complete and thorough service. Should you have any cause for complaint, the FSA stipulates a complaints procedure. In the first instance, please contact Susan Shackelton, Managing Director, on 01924 783650, or in writing to Cora House, 20 Gills Yard, Wakefield, WF1 3BZ. If, after the final response, you are dissatisfied, you may refer to the Financial Ombudsman Service, details of which we will provide to you.

**12) Remuneration** – In most cases we are remunerated by commission payments from insurers. On occasions we may charge a fee for our services in place of or in addition to this commission. This will be negotiated at the outset and all charges will be clearly identified prior to our accepting our quotation. There will be no hidden charges for our work.

**13) Methods of Payment** – Payments can be paid by direct debit instruction or by cheque. Payments should be settled on production of a reconciliation or invoice. All clients need to be aware that there are no days of grace under a commercial insurance contract, and late or non-payment may lead to indemnity being refused should a claim occur between the inception/renewal date and date of payment.

**14) Documents** – We reserve the right to retain certificates until all payments have been made. If you are paying by installments, it is a requirement that you maintain your monthly payments at all times, otherwise your cover could be prejudiced.

**15) E-mail** – Modern working practices include the use of technology and e-mail; we recognize this for many clients is a favoured method of communication. However, we must make you aware that e-mail is not secure, the lack of confidentiality is of concern to us and the information received may not be complete and/or accurate. There is also a risk of virus and we use our best endeavors to minimise the risk of transmitting any virus.

**16) Anti-fraud Register** – Insurers pass information to the Claims & Underwriting Exchange, to other insurers and other similar agencies in an effort to prevent fraudulent claims. Please be aware that any information relating to any insurance claim may be made available to other insurers.

**17) Quotations** – Unless otherwise agreed our quotations are valid for a maximum of thirty (30) days from the date of issue.

**18) Notice** – Your acceptance of these terms does not affect your statutory or normal legal rights.

**19) Legislation** – The terms of this contract and insurance policy is governed by English Law.

**20) Further Information** – is available from IWG, Cora House, 20 Gills Yard, Wakefield, WF1 3BZ, or from the FSA – [www.fsa.gov.uk](http://www.fsa.gov.uk) – 25 The North Colonnade, Canary Wharf, London E14 5HS.

IWG philosophy is to work with its members in a professional and supportive manner, as we understand that no two companies requirements are the same. IWG expects members, to work in the same manner when dealing with their own customers.

IWG members are required to: a) advise of any changes in the circumstances of the company, such as CCJ's and any other issue which may lead to the winding up of the company b) reimburse IWG with bank charges incurred due to cheques being re-presented or other reason as advised by the bank. c) promptly issue customers with the relevant documents of both the company and IWG's guarantee.

In the event of non payment of an account, or where certificates have been issued to the customer and subsequently the members bank will not honour payment, the members customer will be advised of this and that any certificates which is affected by this remain invalid due to non payment. In this event should IWG be subject to any bank charges, the member will reimburse any such costs to IWG.

IWG reserve the right to withdraw membership status at its own discretion.