



INSURED WINDOW GUARANTEES

Certificate of Deposit Protection Cover Schedule



INSURED WINDOW GUARANTEES

Customer Name: _____

Installation Address: _____

Certificate No: _____

IWG Member: _____

Installation Details: _____

Agreed Contract Price: _____

Deposit Paid: _____

Date Deposit Paid: _____

COVER OUTLINE

The insured is Insured Window Guarantees Ltd (IWG Ltd) as trustees on behalf of the customer named in this schedule

Failure of the member to complete the works as detailed in this Schedule in the event of the installer ceasing to trade (as defined in Conditions).

The period of cover is 90 days from the Date Deposit Paid as stated in the above schedule Cover also ends upon completion of work or cancellation of the contract.

In the event of the installer ceasing to trade (defined in Conditions) IWG Ltd will, subject to the exclusions herein:

Arrange for the works to be carried out by another installer, subject to the limit of indemnity shown below.

Limit of Indemnity

The total liability of IWG Ltd in respect of all claims under this Certificate shall not exceed:

- (a) 25% of the agreed price of the Insured Works; or
- (b) The Actual Deposit Paid as shown in this Schedule; or
- (c) £3,500, whichever is the lesser.

The customer being responsible for the balance of the cost of installation to the new approved installer

Definitions

Insured: Insured Window Guarantees Ltd (IWG Ltd) as trustees on behalf of the customer named in this schedule.

Installer: A solvent member of IWG Ltd who received the deposit paid.

Ceasing to trade*: Cover shall be subject to the policy terms and conditions and shall come into effect if the original installer, being a member of IWG Ltd at the time the application is received by IWG, during the period of cover ceases to carry on business due to insolvency, bankruptcy or liquidation (other than a voluntary liquidation for the purposes of reconstruction).

EXCLUSIONS

IWG Ltd shall not be liable for: -

1. Any loss, which is or can be insured under a household policy or for which compensation is provided by legislation.
2. Loss of use or consequential loss.
3. Any consequence of war, invasion, act of foreign enemy, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation, nationalisation, or requisition by order of any government, public local or customs authority and radioactivity.
4. Any claim, relating to the guarantee once the works have been completed.
5. Claims notified to IWG Ltd later than 30 days following expiry of the 90 day cover period.
6. Any wilful or deliberate or intentional act on the part of either the installer or customer.
7. Any claim in which the customer instructs another company to start or complete the installation without IWG's written consent. IWG Ltd will not be responsible for any work carried out or costs incurred unless IWG have given their prior written authorisation.
8. Any loss due to a dispute between the customer and the Installer.

CONDITIONS

1. The customer has paid the deposit to the installer.
2. The installer having paid full premium to IWG Ltd
3. The customer named in the schedule shall use due diligence and do and concur in doing all things reasonable and practicable to avoid or diminish any loss insured hereby.
4. The customer named in the schedule shall take all reasonable precautions to avoid delays, which may give rise to a claim.
5. The customer named in the schedule shall provide the IWG Ltd at their own expense in writing all details of any claim together with such proofs, including verification that the member has ceased to trade, explanations and other evidence as may reasonably be required by IWG Ltd.
6. In any claim and or action suit or proceeding to enforce a claim for loss hereunder the burden of proving that the loss is recoverable under this policy, that no condition has been breached and that no exclusions applies shall fall upon the customer.
7. All benefit under this certificate is forfeited if a fraudulent claim is made.
8. IWG Ltd may at its expense take such proceedings as it sees fit in the name of the customer named in the schedule to enforce any rights and remedies against or obtain relief or indemnity from other parties to which IWG Ltd shall be or may become entitled or subrogated under this certificate and the customer named in the schedule shall at the request and expense of IWG Ltd do such acts and things as may reasonably be required by IWG Ltd for that purpose.
9. IWG Ltd shall not indemnify the customer named in the schedule against loss or damage, which is covered by or would but for the existence of this certificate be covered by any other warranty guarantee or policy except in respect of any excess beyond the amount which would have been payable under such other warranty guarantee or policy had this guarantee not been effected.
10. IWG must be given the opportunity to appoint a member to commence/complete the installation. The customer must not instruct any other company to start or complete the installation without written consent from IWG.
11. That official confirmation has been obtained from the relevant bodies i.e. official liquidator/receiver that the installer has ceased to trade* for the reasons as indicated overleaf.
12. This schedule is not transferable.

How to Make a Claim

In the event of a potential claim the customer named on the schedule must contact IWG Ltd in writing within 30 days following expiry of the 90 day cover period, at Cora House, 20 Gills Yard, Wakefield WF1 3BZ quoting the Certificate No. If the installer has ceased to trade IWG Ltd will forward a claim form. Official confirmation is required from the liquidator/receiver etc., that the company has ceased to trade* before any claim can be considered. You must not instruct any company to start or complete the installation without IWG's written consent.

Enquiries & Complaints

In the event of a complaint, please contact our Managing Director at IWG Ltd, Cora House, 20 Gills Yard, WAKEFIELD, West Yorkshire WF1 3BZ. Your complaint will be acknowledged within 5 working days and a response provided within 30 days of the complaint being received. Finally, if the matter still remains unresolved once all the above have been contacted, you can then approach Financial Ombudsman Service, details of which we will provide to you.

Data Protection

The data supplied by you will only be used for the purposes of processing your certificate, 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 you have supplied is kept up to date. You should therefore notify IWG Ltd promptly of any changes. 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 IWG Ltd. IWG Ltd may respond to enquiries by the Police concerning your policy in the normal course of their investigations and where it is necessary to administer your policy effectively or to protect your interests. The IWG Ltd may disclose the data you have supplied to other third parties such as solicitors, loss adjusters, motor garages, engineers, repairers, replacement companies and other insurers etc.

Geographical Limits

This Certificate is only valid for works completed within the boundaries of the United Kingdom, Channel Islands and the Isle of Man.

English Law

This insurance shall be subject to and construed in accordance with English Law.

Underwriter of the insurance policy issued to IWG Ltd

Isle of Man Assurance Limited, IOMA House, Hope Street, Douglas, Isle of Man, IM1 1AP have underwritten a policy to indemnify Insured Window Guarantees Ltd.