



**SPECIMEN**



**Conservatory Guarantee Insurance**

Effected Through Independent Warranty

**LLOYD'S**



The purchase of your Conservatory is a major investment. It will enhance your living space and add value to your home.

It is therefore important that your investment is comprehensively protected in the event that the installing company ceases to trade leaving you with a worthless guarantee.

Independent Warranty has for the last ten years been the market leader for Deposit and Guarantee Insurance within the Home Improvement industry.

The Independent Warranty scheme is underwritten by Lloyd's of London, the oldest and largest insurance market in the world.

Cover provided by the certificate is fully comprehensive and covers every aspect of your conservatory including:

- The Roof
- The Sealed Units
- The Locking Mechanisms
- The Floor
- The Foundations
- The Dwarf Walls

In fact everything that is guaranteed by your supplier is covered under the Independent Warranty scheme.

## How Does the Scheme Work?

When you have decided to place your order with an IWA approved company you should be issued with this certificate in order to protect your deposit prior to the commencement of the installation (please see the certificate overleaf for the Terms & Conditions).

Once the installation is complete to your satisfaction and you have paid the supplier the full balance due you should return to us the Insured Guarantee/Satisfaction registration form.

When this is received by IWA along with a copy of the contract and proof of payment your guarantee will be insured by Lloyd's for the guarantee period.

If you require any advice please contact our **Consumer Helpline on 01604 604511**





IWA Ref Certificate No:

DI/25/

# Lloyd's Insurance

## Conservatory Contingency Insurance

Effected through  
Independent Warranty  
of:

Spring House, 51 Spring Gardens,  
Northampton NN1 1LX

This is to Certify that in accordance with the authorisation granted under the Contracts the numbers of which are specified in the Schedules to the undersigned by certain Underwriters at Lloyd's, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contracts which bear the Seal of Lloyd's Policy Signing Office, and in consideration of the payment of the premium specified herein, the said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Certificate shall become void and all claim hereunder shall be forfeited.

In Witness whereof this Certificate has been signed at the place stated and on the date specified in the Schedule by

R. Hodgson,  
Director

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# LLOYD'S

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## DEPOSIT PROTECTION AND INSURED CONSERVATORY

# GUARANTEE

UNDERWRITTEN BY CERTAIN UNDERWRITERS AT LLOYD'S

### THIS SECTION ONLY TO BE COMPLETED BY THE SUPPLIER

This is to certify that providing the deposit is paid (max £5,000 or 25% of contract value whichever is the lesser) and providing the terms and conditions set out below have been met, the balance of the **NEW MARKET PRICE** less the **ORIGINAL CONTRACT PRICE** (Being the full price of the original contract including any deposit paid) is insured by this certificate up to a Maximum of £5,000.00.

CUSTOMER NAME..... SUPPLIER'S NAME.....  
CERTIFICATE ISSUE DATE / / CONTRACT VALUE £..... (MAX £40,000)  
DEPOSIT PAID £..... (MAX 25% or £5,000 whichever the lesser) DATE PAID.....

IWA MEMBERSHIP No.

### DEPOSIT PROTECTION TERMS AND CONDITIONS

The Deposit Protection is for 60 days only, from the date of payment of the deposit. An additional period is available, if any delay is due to unforeseen circumstances. Such extension of period can be obtained by the certificate holder if requested in writing by recorded delivery to IWA. Any extension will be acknowledged in writing by IWA. The Deposit paid is **Not Refundable**. In the event of the supplier ceasing to trade prior to the commencement of the Contract, and within the 60 day period (or within the extended period agreed), the Insurers will arrange for the completion of the Contract by an IWA "authorised" company for the new market price (being the average of three quotations from IWA "authorised companies" less the deposit paid above), the certificate holder will pay the balance. Insurers will not be liable for any promotional offers that may be part of the original contract. Insurers will not be liable for contracts that do not meet manufacturer specification, building or planning regulations, or for Building Work requiring Planning Consent (unless a copy of the Consent is supplied). No liability will be accepted by Insurers for any works carried out **without the written authorisation of IWA**. In the event of a claim under this Deposit Protection cover, the certificate holder will provide proof of payment, a copy of this certificate and a copy of the contract.

I, the customer named above, have read and understand and accept the terms and conditions of this certificate and agree to be bound by them and further understand that without my signature the Deposit Protection is not valid.

Customer signature..... Date / /

YOU MUST REGISTER THE INSURED GUARANTEE (PRINTED BELOW THIS FORM) ON COMPLETION OF CONTRACT, AND AFTER PAYMENT IN FULL TO THE SUPPLIER, BY RETURNING THE SATISFACTION/REGISTRATION FORM BELOW ALONG WITH A COPY OF THE SUPPLIER'S CONTRACT TO IWA WITHIN 30 DAYS OF CONTRACT COMPLETION, BY RECORDED DELIVERY. NO LIABILITY WILL BE ACCEPTED BY INSURERS UNLESS THE SATISFACTION NOTE/REGISTRATION FORM IS RECEIVED BY IWA. (YOU ARE ADVISED TO KEEP ALL DOCUMENTATION RELATING TO THIS CERTIFICATE AS IT WILL BE REQUIRED IN THE EVENT OF A CLAIM).

## Insured Guarantee Satisfaction Note/Registration Form

TO BE COMPLETED AND RETURNED ONLY BY THE CUSTOMER

ISSUE DATE / / COMPLETION DATE / /

CUSTOMER'S NAME.....

TEL NO. (HOME).....

TEL NO. (WORK).....

ADDRESS.....

.....

..... POST CODE.....

NUMBER

DI/25/

IWA MEMBERSHIP No.

I HAVE INSPECTED THE TOTAL INSTALLATION, IT IS COMPLETE TO MY SATISFACTION AND IN PERFECT WORKING ORDER

INSURERS WILL NOT ACCEPT LIABILITY IF I HAVE PAID THE SUPPLIER WHEN I AM NOT TOTALLY SATISFIED OR THE CONTRACT IS INCOMPLETE. I HAVE PAID THE BALANCE IN FULL OF THE CONTRACT PRICE OF £..... TO THE SUPPLIER NAMED IN THIS CERTIFICATE. I UNDERSTAND THAT NO LIABILITY WILL BE ACCEPTED BY INSURERS FOR ANY FAULTS THAT EXISTED PRIOR TO THE SUPPLIER CEASING TO TRADE. I ENCLOSE A COPY OF THE CONTRACT SHOWING DRAWINGS AND MEASUREMENTS AND PROOF OF PAYMENT. I, THE CUSTOMER, HAVE READ, UNDERSTOOD AND ACCEPT THE TERMS AND CONDITIONS AND PROCEDURES STATED IN THIS CERTIFICATE, AND AGREE TO BE BOUND BY THEM. I HAVE COMPLETED THE SATISFACTION SURVEY OVERLEAF AND ADDED ANY OTHER COMMENTS I MAY HAVE. I ACCEPT THAT UNLESS THIS SATISFACTION NOTE AND THE SURVEY OVERLEAF IS FULLY COMPLETED MY GUARANTEE WILL NOT BE INSURED.

Customer signature..... Date / /

EFFECTED THROUGH  
Independent Warranty, Spring House, 51 Spring Gardens, Northampton NN1 1LX TEL: 01604 604511



# Insured Guarantee

UNDERWRITTEN BY CERTAIN UNDERWRITERS AT LLOYD S

THIS GUARANTEE IS EVIDENCE THAT PROTECTION IS AFFORDED AGAINST THE CONTINGENCY AS SCHEDULED BELOW. THIS INSURED GUARANTEE IS VALID ONLY, IN ACCORDANCE WITH THE TERMS AND CONDITIONS SPECIFIED, IF THE SATISFACTION NOTE/REGISTRATION FORM HAS BEEN SIGNED AND RETURNED, BY RECORDED DELIVERY TO THE IWA, WITHIN 30 DAYS OF THE DATE OF COMPLETION OF THE CONTRACT.

## SCHEDULE

The Insured:  
Is the Customer named on this certificate  
Period of Cover:  
Up to 10 years, Commencing from date of completion

Assignment:  
This guarantee is transferable to successors in title, providing that they are the owner occupier, on payment of a transfer fee within 21 days of completion of contracts.

## LIMIT OF GUARANTEE

The Maximum limit recoverable hereunder at the date of commencement of this Insured Guarantee is £40,000.

## TERMS AND CONDITIONS

- In the event of the supplier of the items under guarantee being unable to undertake any necessary remedial work under the terms of its own long term guarantee due to cessation of trading, Insurers will indemnify the holder of the Insured Guarantee for the cost of such work, providing that (a) the IWA has been notified within 30 days of the fault first occurring, and (b) the Claims Procedure being adhered to. It is understood that cover provided by this Insured Guarantee is limited to the cost of removal, repair, alteration, rectification or remedial work, that is required to be undertaken within the terms and conditions of the LONG TERM GUARANTEE issued by the SUPPLIER/IWA MEMBER COMPANY.
- Insurers will not be liable for any accidental or consequential loss or damage as a result of the failure of the products or services provided by the SUPPLIER/IWA MEMBER COMPANY.
- Insurers will not be liable for Contracts that do not meet manufacturer specification, building or planning regulations, or for Building Work requiring Planning Consent (unless a copy of the Consent is supplied), and discolouration.
- No cover is provided for faults that occurred (whether notified or not) prior

to the supplier ceasing to trade.

5. No cover is provided for any items or work carried out that is not stated or contained within the supplier's contract.

6. Whilst every endeavour will be made to replace products on a like for like basis no liability is accepted for aesthetic differences where an exact match can not be supplied.

7. No alteration in the terms of this Insured Guarantee nor any endorsement hereon will be held valid unless approved and signed by Insurers.

8. This Insured Guarantee does not cover any loss or damage, which at the time of the happening of any such loss or damage, is insured and/or protected by, or would, but for the existence of this Insured Guarantee, be insured or protected by any other existing insurances, or written Guarantee or Contract, except in respect of any excess beyond the amount which would have been payable under such other insurance or insurances or written guarantee or contract.

9. It is a condition precedent on all parties that should any dispute arise both parties will agree to arbitration through the County Court Arbitration Scheme

## CLAIM PROCEDURE

In the event of any claim under this Insured Guarantee the Insurers reserve the right to appoint an authorised IWA Member to carry out work and shall not be liable for any work carried out without written authorisation by IWA. This Insured Guarantee does not provide any Emergency Service for such works.

In order to make a claim under this Insured Guarantee, the Customer must provide the following:

- Proof the Supplier has ceased to trade.
- A copy of the Supplier's Contract & Guarantee (to establish that the faults are covered within the Supplier's original Guarantee).
- Proof of payment (Bank/Building society statement).
- A fully completed IWA Claim Form.

An application for a Claim Form must be made in writing to:  
Independent Warranty (Claims Department), Spring House, 51 Spring Gardens, Northampton NN1 1LX

## Satisfaction Survey

Please answer all the following questions with regard to the IWA member named overleaf.

- |   |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|
| 1) On time ?  | Yes                      | No                       |                          |
|   | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| 2) Was the work carried out according to your contract ?          | Yes                      | No                       |                          |
|   | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| 3) Has the work been fully completed according to your contract ? | Yes                      | No                       |                          |
|   | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| 4) Was the service level,   | Good                     | Average                  | Poor                     |
|   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Any other comments: \_\_\_\_\_

Your Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The Security on this Primary Insurance Backed Guarantee and Deposit Protection is as follows:

UNDERWRITER	AMOUNT PERCENTAGE OR PROPORTION	CONTRACT NUMBER
Certain Underwriters at Lloyd's	100%	UM001240R

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## General Certificate Conditions

### NON-CONTRIBUTION CLAUSE

(Approved by Lloyd's Underwriters Non-Marine Association)

This Scheme does not provide benefit for faults which existed at the time of completion of the contract. This Insurance does not cover any loss or damage which at the time of happening of such loss or damage is insured by or would, but for the existence of this Policy be insured by any other existing Policy or Policies had this insurance not been effected.

### RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE

(Approved by Lloyd's Underwriters Non-Marine Association)

#### This Policy does not cover

- (a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss.
- (b) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from (i) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel (ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### WAR AND CIVIL WAR EXCLUSION CLAUSE

(Approved by Lloyd's Underwriters Non-Marine Association)

Notwithstanding anything to the contrary contained herein the Policy does not cover Loss or Damage directly or indirectly occasioned by happening through or in consequences of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction to property by or under the order of any government or public or local authority.

### E.U. DISCLOSURE CLAUSE (UK)

#### Notice to the Proposer/Assured

The Parties are free to choose the law applicable to this Insurance Contract. Unless Specifically agreed to the contrary this insurance shall be subject to English Law.

Any queries or complaint should be addressed in the first instance to Independent Warranty.

If you are not satisfied with the way a complaint has been dealt with you may ask the Complaints and Advisory Department at Lloyd's to review your case without prejudice to your rights in law.

The address is: Complaints and Advisory Department, Lloyd's, One Lime Street, London EC3M 7HA Telephone 020 7623 7100

**LLOYD'S**