

Certificate Number: «Install_ID»



«ContactName»
«DispatchPremise»
«DispatchStreet»
«DispatchTown»
«DispatchCounty»
«DispatchPostcode»

Dear Sir/Madam

Please find enclosed your insurance documents in respect of the installation carried out by «MemberName» on «InstallDate».

What You Need to Do Now

1. Please review the GGFi Building Regulations & Contractor's Guarantee Insurance documents, which are enclosed with this letter. Please ensure the documents are kept in a safe place as you may need them to make a claim.
2. Please check that your personal information on the Certificate of Insurance is correct.
 - if the information is correct and you are satisfied with the cover then you are not required to do anything else.
 - if your personal details are incorrect then please write to:

GGFi Enquiries
Newspaper House
40 Rushworth Street
London SE1 0RB
Email: info@ggfi.org.uk

GGFi Limited is authorised and regulated by the Financial Conduct Authority (FCA) and appears in the FCA's Register under register number 651365. Under the Financial Services and Market Act 2000, any person not regulated by the FCA is not authorised to answer any questions or provide you with any advice regarding any form of insurance and you should therefore direct any questions you have regarding this insurance to GGFi Limited – info@ggfi.org.uk

Yours faithfully,

A handwritten signature in black ink, appearing to read "Frank Allain".

Frank Allain
GGFi Head of Operations

Sample



GGFi Building Regulations & Contractor's Guarantee Insurance

CERTIFICATE OF INSURANCE

Certificate number: «Install_ID»
Insurer: Red Sands Insurance Company (Europe) Limited, Level 3, Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar
Administrator: GGFi Limited, Newspaper House, 40 Rushworth Street, London, SE1 0RB

Insured: «ContactName»
Insured address: «InstallPremise», «InstallStreet», «InstallTown», «InstallPostcode»

Contractor: «MemberName»

Insured works: «InsuredWorks»

Cover provided: In the event that the contractor has ceased to trade (as defined in the terms and conditions), we agree to indemnify you for the cost of making good defective workmanship and/or faulty materials in line with the contractor's written guarantee.

For a claim to be considered, GGFi Limited must be contacted prior to the insurance period of cover ending.

Contract value: £«ContractValue»
Excess: £100

Limit of indemnity: The lesser of:
a) The contract value; or
b) £25,000

Insurance start date: «InstallDate» (The date the insured works were completed)
Insurance period of cover: *For defective workmanship or faulty materials:* As stated next to the insured works above or the period stated in the contractor's written guarantee, whichever is the lesser.
For breaches of Building Regulations (this cover is only provided when the insured works are windows, doors, roof windows and rooflight installations, and the insured address is in England or Wales): Six years or the period of the manufacturer's product guarantee, whichever is the lesser.

James Clayton-Wright
Underwriting Manager

Signed for and on behalf of Red Sands Insurance Company (Europe) Limited

Sample



GGFi Building Regulations & Contractor's Guarantee Insurance

TERMS AND CONDITIONS

Please review the insurance document carefully as **Your** failure to comply with any of the terms and conditions may render the insurance invalid and could jeopardise the payment of any claim that may arise.

1. DEFINITIONS

The following words will have the meanings described below wherever they appear in this insurance document.

Administrator: means GGFi Limited of Newspaper House, 40 Rushworth Street, LONDON, SE1 0RB.

Alternative contractor: means a **Contractor** appointed by **Us** to carry out remedial works.

Building regulations: means The **Building regulations** 2010 (as amended) for England and Wales that are applicable to windows and doors on the insurance cover start date.

Ceased to trade: means;

For a Limited company/ Limited Liability partnership, the **Contractor** ceasing to trade due to the appointment of a Receiver, Administrator or Liquidator
For a Sole trader or a partnership, the winding up of the **Contractor** due to bankruptcy, death or total incapacity of all the principal(s)

Contractor: means the party carrying out the insured works and as stated on the certificate of insurance

Contract Value: means the value of the insured works carried out by the **Contractor** and as stated on the Certificate of Insurance

Contractor's written guarantee: means the written guarantee or warranty issued to **You** in writing by the **Contractor** in respect of the **Insured works**.

Excess: means the amount, as specified in the certificate of insurance, which **You** have to pay towards each claim.

Fraud: means any of the following;

- **You** make a false or exaggerated claim
- **You** submit information or documentation as part of a claim knowing that it is false or exaggerated or forged
- **You** make a claim for a loss caused by **You**

Insured works: means the home improvements works completed at the insured address both detailed on the Certificate of insurance.

Insurer: means Red Sands Insurance Company (Europe) Limited of Level 3, Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar.

Limit of indemnity: means the maximum amount payable under this insurance and as stated on the certificate of insurance

We/Us/Our: means the **Insurer**

You/Your: means the insured as stated on the certificate of insurance or in accordance with clause 8.6.2.

2. COVER PROVIDED

2.1 Insurance cover

Subject to the terms, conditions and exclusions of this insurance, **We** agree to provide cover for the following:

2.1.1 Defective Workmanship & Faulty Materials Cover

In the event that the **Contractor** has **Ceased to trade**, in accordance with the definition above, we agree to indemnify **You** for the cost of making good defective workmanship and/or faulty materials in line with the **Contractor's Written Guarantee**.

2.1.2 Breaches of Building Regulations Cover

In the event that the **Contractor** is no longer able to rectify breaches of **Building regulations**, we agree to indemnify **You** for the cost of making good breaches of **Building regulations**.

Breaches of **Building regulations** cover applies to windows, doors, roof windows and rooflight installations in England and Wales only.

2.2 Limit of indemnity

We shall not be liable for any costs or expenses which exceed the applicable limit of indemnity amount stated in **Your** Certificate of Insurance and once exhausted no further claims, costs or expenses shall be accepted under this insurance policy.

2.3 Insurance start date

The date of completion of the **insured works** as stated on the Certificate of Insurance

2.4 Insurance end date

For defective workmanship or faulty materials: As stated next to the insured works on the Certificate of Insurance or the period stated in the contractor's written guarantee, whichever is the lesser.

For breaches of Building Regulations (this cover is only provided when the insured works are windows, doors, roof windows and rooflight installations, and the insured address is in England or Wales): Six years or the period of the manufacturer's product guarantee, whichever is the lesser.

3.A EXCLUSIONS IN RELATION TO BUILDING REGULATIONS COVER AND DEFECTIVE WORKMANSHIP & FAULTY MATERIALS COVER (2.1.1 AND 2.1.2):

We shall not be liable for:

- 3.1 any costs other than those covered under Section 2: "Cover Provided";
- 3.2 any costs beyond the **Limit of indemnity**;
- 3.3 any costs which are recoverable from another source, for example Section 75 of the Consumer Credit Act 1974 or another insurance policy;
- 3.4 any damage to items other than the **Insured works**;
- 3.5 any damage or defect resulting in discoloration and fading or is caused by fair wear and tear or subsidence or earth movement or roots or a storm;
- 3.6 any loss or damage due to neglect in maintenance;
- 3.7 the amount of any **Excess** shown on the certificate of insurance which shall be borne by **You**;

- 3.8 any mismatch of color or design after the repair or replacement of a damaged area or part;
- 3.9 any remedial works undertaken without **Our** consent;
- 3.10 any consequence of terrorism, war, sonic booms, nuclear radiations, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition by order of any government, public, municipal, local or customs authority.

3.B EXCLUSIONS IN RELATION TO DEFECTIVE WORKMANSHIP & FAULTY MATERIALS COVER ONLY (2.1.1)

We shall not be liable for:

- 3.11 any defect that would not have been recoverable under the **Contractor's written guarantee**;
- 3.12 any defect in the sealed unit that becomes apparent more than 6 years after the insurance cover start date;
- 3.13 any loss where there is no **Contractor's written guarantee** issued to **You** by the **Contractor**;
- 3.14 the rectification of defective design of the **Insured works**;
- 3.15 breakage of glass for any reason;
- 3.16 any cost relating to loss of use;
- 3.17 any defect discovered or reported to the **Contractor** more than 90 days before the **Contractor Ceased to trade**;
- 3.18 any defect in the base or foundations or brickwork of a conservatory or porch that becomes apparent more than 2 years after the insurance cover start date;
- 3.19 any defect in the door or window locks, hinges or handles that become apparent more than 12 months after the insurance cover start date.

4. GENERAL CONDITIONS

- 4.1 **You** shall take all reasonable precautions to avoid losses that are or may be recoverable under this insurance;
- 4.2 Cover under this policy is subject to the payment of premium. In the event that the premium is not paid within 60 days of the **Administrator** issuing **Your** insurance documentation, the **Administrator** reserves the right to cancel the insurance with immediate effect;
- 4.3 **We** may at **Our** option repair, replace or pay a cash settlement for any claim covered by this insurance;
- 4.4 **You** will be responsible for any extra cost incurred in replacing goods with a better kind or a better quality or of a different size or capacity;
- 4.5 **You** must obtain written receipts for all payments made to the **Contractor** in respect of the **Insured works**;
- 4.6 **We** or **Our** representatives shall have the right to inspect or survey the **Insured works** and the insured address at reasonable times;
- 4.7 **You** shall provide to **Us** in writing, at **Your** own expense, all details of any claim together with such explanations and other evidence as **We** may reasonably request;
- 4.8 **We** may at **Our** expense take such proceedings as **We** see fit in **Your** name.
- 4.8.1 This would be to enforce any rights and remedies, against or obtain relief or indemnity from other parties to which **We** shall be or may become entitled or subrogated under this insurance.
- 4.8.2 **You** shall at **Our** request and expense do such acts and things as may reasonably be required by **Us** for that purpose.

5. CANCELLATION AND COOLING OFF PERIOD

- 5.1 **You** have the right to cancel this insurance within 14 days from the receipt of **Your** insurance documentation. **You** can cancel this insurance by contacting the **Administrator**.

6. CLAIMS

- 6.1 In the event of a potential claim, **You** must contact the **Administrator** (GGFi Limited, Newspaper House, 40 Rushworth Street, LONDON, SE1 0RB or by e-mail to info@ggfi.org.uk) as soon as is reasonably practical and prior to the insurance period of cover ending (as stated on the Certificate of Insurance), quoting **Your** certificate number. **You** must supply all details as may be reasonably called for by the **Administrator**.
- 6.2 In order to consider a claim the **Administrator** will require: a completed claim form; the **Contractor's written guarantee**; the receipts for payments made to the **Contractor**; the contract documentation between **You** and the **Contractor**; at least one quote for the remedial work required unless advised otherwise; any other information reasonably required.
- 6.3 Upon receipt of the information requested above, **We** will consider **Your** claim. If the claim is covered by this insurance, **We** will authorise **Your** claim and the **Administrator** will confirm what action is being taken.
- 6.4 Following an **Alternative contractor** undertaking any work, **You** must check that all work has been properly completed. If the work has not been completed to a satisfactory level, **You** should inform the **Administrator** and **You** should not sign any documentation that the **Alternative contractor** presents to **You**.

7. CUSTOMER SERVICES AND COMPLAINTS

- 7.1 **We** and the **Administrator** aim to provide a high level of service and to pay claims fairly and promptly. If **You** have an enquiry or complaint regarding this insurance, **You** should first contact the **Administrator** (GGFi Limited, Newspaper House, 40 Rushworth Street, London, SE1 0RB or by e-mail to info@ggfi.org.uk). Please quote **Your** certificate number or claim number so that **Your** enquiry can be dealt with quickly.
- 7.2 In the unlikely event that the matter is still not resolved to **Your** satisfaction, **Your** complaint can be referred to the Financial Ombudsman Services (FOS) at Exchange Tower, London, E14 9SR or by phone on 0800 023 4567. Please note that **You** have 6 months from the date of the final response in which to refer the matter to the FOS. If **You** do not refer your complaint in time, the FOS will not have **Our** permission to consider **Your** complaint and so will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances. Referral to the FOS does not affect **Your** right to take legal action against **Us**.

8. IMPORTANT NOTES

8.1 About the **Insurer**

Red Sands Insurance Company (Europe) Limited (Red Sands) is licensed and regulated by the Gibraltar Financial Services Commission under the Financial Services (Insurance Companies) Act 1987 of Gibraltar and is a member of the UK's Financial Services Compensation Scheme and the Association of British Insurers (ABI)

Red Sands is registered in Gibraltar, number 87598, with a registered office at Level 3, Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar.

8.2 About the **Administrator**:

GGFi Limited is authorised and regulated by the Financial Conduct Authority and appears in the FCA's Register under register number 651365. GGFi Limited is a private company limited by shares, incorporated in England under registered number 05258106.

8.3 Financial Services Compensation Scheme

If **We** are unable to meet **Our** liabilities **You** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at www.fscs.org.uk, or by email at enquiries@fscs.org.uk or by phone on 0800 678 1100.

8.4 Privacy and Data Protection Notice

Red Sands Insurance Company (Europe) Limited and GGFi Limited ("Both Parties") are committed to protecting and respecting your privacy in accordance with the current Data Protection Legislation ("Legislation"). This notice sets out the basis on which both parties will process any personal data that both parties collect from you, or that you provide to both parties. For the purposes of the Legislation, Red Sands Insurance Company (Europe) Limited will qualify as the Data Controller and GGFi Limited will qualify as the Data Processor in relation to any personal data you supply to both parties.

Below is a summary of the main ways in which both parties process your personal data, to see the full Privacy Policies please visit the following websites at http://www.redsands.gi/en-GB/notice/privacy_legal_notice and www.ggfi.org.uk

OUR PRIVACY PRINCIPLES: When both parties collect and use your personal information, it is kept no longer than is necessary, both parties ensure it is looked after properly and use it in accordance with both parties' privacy principles, both parties keep it safe and will never sell it.

INFORMATION WE MAY COLLECT OR RECEIVE ABOUT YOU: Both parties may collect and process personal data that you provide directly to both parties by filling in forms, sending emails, over the phone or that both parties receive via third parties such as partners.

HOW WE USE YOUR INFORMATION: For the purposes of providing insurance, handling claims, research or statistical purposes and any other related purposes. Both parties will also use your data to safeguard against fraud, money laundering and to meet general legal or regulatory obligations.

DISCLOSURE OF YOUR PERSONAL DATA: Both parties may disclose your personal data to third parties involved in providing products or services to both parties, or to service providers who perform services on both parties' behalf, these include reinsurers, legal advisors, regulatory authorities and as may be required by law.

INTERNATIONAL TRANSFERS OF DATA: Both parties may transfer your personal data to destinations outside the European Economic Area ("EEA"). Where both parties transfer your personal data outside of the EEA, both parties will ensure that it is treated securely, and in accordance with both parties' privacy notice and the Legislation.

YOUR RIGHTS: You have the right to see a copy of the personal information both parties hold about you, to have your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask both parties to provide a copy of your data to any controller and to lodge a complaint with the local data protection authority.

Red Sands Insurance Company (Europe) Limited as Data Controller is responsible for your personal data and our full details (including registration and address details) can be found within your policy wording.

Red Sands Insurance Company (Europe) Limited have appointed GGFi Limited to act on our behalf in respect of all matters relating to the protection of your personal data and to oversee questions in relation to this privacy notice. If you have any questions about this privacy notice, including any requests to exercise your legal rights, please contact GGFi at Newspaper House, 40 Rushworth St, London SE1 0RB.

8.5 Fraud

If **You** or anyone acting for **You** commits **Fraud** then **We**:

- will not pay any claim;
- may declare the insurance void;
- will be entitled to recover from **You** the amount of any claim already paid under the insurance;
- may let the police know about the circumstances.

8.6 Transfer of Ownership

8.6.1 Defective Workmanship and Faulty Materials cover, as outlined in Section 2.1.1, can pass to the subsequent owners of the property where the **Insured works** are situated. This is subject to the following:

- (a) The **Contractor's written guarantee** issued to **You** by the **Contractor** must be transferrable
- (b) Within ninety (90) days of the transfer of ownership of the property, this insurance document must be sent to the **Administrator** together with the name of the new property owner and the date upon which the ownership of the property was transferred.
- (c) An administration fee of £25 applies

8.6.2 Breaches of **Building regulations** cover, as outlined in Section 2.1.2, will transfer automatically to subsequent owners of the property upon change of ownership.

8.7 Other Important Notes

- This insurance is governed by English Law and **You** and **Us** both agree to submit to the exclusive jurisdiction of the courts of England.
- Language - All communication between **You** and **Us** will be conducted in English.
- In accordance with the Equality Act 2010, **We** are able, upon request, to provide a text phone facility, audio tapes and large print documentation. Please contact the **Administrator** if **You** require any of these services to be provided so that **We** can communicate with **You** in an appropriate manner.