

**KNOTWEED EXPRESS
INSURANCE BACKED GUARANTEE
POLICY OF INSURANCE
POLICY SCHEDULE**



Policy Holder:

The Executors Of The Late Mr Anthony
Lambert C/O: Mr Stephen Lambert And Mrs
Deborah Lambert



Policy Number: KNOTEX15188948

Estimated Completion: 30 Jun 2029

Contract Value: £2,998.08

Contractor: Japanese Knotweed Ltd

Excess: 100

Risk Address: Haraldslea Farm, Liberty Road, Newton, Fareham, Hampshire, PO176LD

Welcome

Congratulations on entering into a **Contract** for the treatment and monitoring of **Japanese Knotweed** with a member of the Property Care Association (PCA).

A Knotweed Express Insurance Backed Guarantee is designed to protect **You** against the unforeseen costs that **You** might incur in order to in order to treat the re-growth of **Japanese Knotweed**, in the event that the original **Contractor** has **Ceased to Trade** and is unable to honour the terms of their **Written Guarantee** to **You**.

This **Policy** sets out the terms of the insurance contract between **You** and **Hadron**. **You** should read through the **Policy** carefully to ensure that **You** understand it, and that it is suitable for **Your** needs. The **Policy** explains the protection that **You** have in full, although if **You** do not understand anything **You** can contact **Us** to check this.

Our Contact Details

If **You** have an enquiry relating to this **Policy**, **You** should contact **Us**. **You** can contact **Us** via e-mail to info@qanw.co.uk; in writing to QANW, PO Box 26332, Ayr, KA7 9BJ; via Telephone on 01292 268020 during office hours, or **You** can visit **Our** website at www.qanw.co.uk

When **You** contact **Us** to make an enquiry, **You** should be ready to tell **Us** the Policy Number, shown in the Policy Schedule, so that **We** can assist **You** as quickly as possible.

Important Information for You to Note

You should check that the information shown within the Policy Schedule is correct. If the information shown is correct, **You** do not need to take any action. However, if it is incorrect, **You** should contact **Us** to advise **Us** of the amendments that may be required. **We** may ask that **You** return the **Policy** documentation to **Us** for amendment.

For **You** to be eligible to benefit from the cover provided by this **Policy**, **You** must be the owner of the **Risk Address** and also be the beneficiary of a **Written Guarantee**.

You should ensure that the **Contractor** provides **You** with a **Management Plan** prior to treatment work commencing and a **Completion Certificate** and **Written Guarantee** when the treatment and monitoring works have been completed. This documentation will be necessary for **You** to make a claim under this **Policy**. If **You** have not received a **Written Guarantee** and a **Completion Certificate** within 30 days of the treatment and monitoring works being completed **You** should contact both (a) the **Contractor**, to request those documents; and (b) **Us** in order to notify **Us** that this documentation has not yet been received but has been requested from the **Contractor**. Whilst **We** will look to assist **You** in obtaining this documentation from the **Contractor** it is **Your** sole responsibility to obtain this documentation from the **Contractor**.

You should note that this **Policy** has been issued based on an **Estimated Completion Date** as detailed within the Policy Schedule, however cover shall only commence on the **Completion Date**, this being the date that the **Contractor** certifies, in the form of a **Completion Certificate**, that the treatment and monitoring works detailed in the **Management Plan** have been completed. Should the **Completion Date** vary by any more than 6 months from the **Estimated Completion Date** detailed within the Policy Schedule, **You** should notify **Us** of the change in timeframe.

Your Right to Cancel

You have the right to cancel this **Policy** within 14 days of receipt, if **You** decide that it is not required. **You** can do so by providing written notice to **Us** at **QANW**, PO Box 26332, Ayr, KA7 9BJ. When doing so, **You** should return the **Policy** documentation to **Us**, and **We** will confirm receipt, cancellation of cover to **You** and arrange a refund of the premium (less a small administration fee).

If **You** wish to cancel the **Policy** after 14 days of receipt; or if a claim has been made; or if the premium was paid by a party other than the **You** (i.e. the **Contractor**); there will be no return of premium

If **You** cancel the **Policy**, **You** will not be able to make any claim to **Us** at any time in the future.

You should also note that in the event that the treatment and monitoring work detailed within the **Management Plan** is unable to be completed by the **Contractor** for any reason, then no cover shall incept under this **Policy** and **We** shall provide **You** with a refund of the premium that was received by **Us** in respect of this **Policy**, less an administration fee of £30.

The Meaning of Key Words Used in this Policy

When the following words and phrases appear in the **Policy**, they have the meanings given below. These words are highlighted by the use of bold print.

“Act of Terrorism” means acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of His Majesty’s government in the United Kingdom or any other government de jure or de facto.

“Alternative Firm” means a **Japanese Knotweed** treatment specialist instructed by **Us** and/or **Hadron** to undertake re-treatment work in accordance with **Hadron’s** obligations under this **Policy**.

“Ceased to Trade” means ceasing to trade by reason of Liquidation (whether voluntary or involuntary), Receivership, Administration, Strike-Off or Dissolution in respect of a Limited company, Bankruptcy, Retirement, total incapacity or death of the principal(s) in the case of a Sole Trader or Partnership, or any other reason where suitable proof can be exhibited to **Us** or **Hadron** to confirm that the **Contractor** is no longer trading in any shape or form.

“Claim Survey Fee” means the fee of £250 **You** must pay at the time of making a claim. In the event of a valid claim, this fee will be considered as a contribution towards the amount of the **Excess**. In the event of a claim not being accepted or provided for, this fee will be retained by **Us** to cover the cost of the inspection carried out.

“Completion Date” means the date which the **Completion Certificate** issued by the **Contractor** is effective from; and also the date upon which the **Written Guarantee** becomes effective.

“Completion Certificate” means the written certificate issued by the **Contractor** which confirms the **Completion Date**; certifies that the treatment and monitoring works have been completed; and that during the monitoring period, there was no treatment or re-growth of **Japanese Knotweed** for at least two consecutive growing seasons.

“Contract” means the written agreement between **You** and the **Contractor** to arrange for treatment and monitoring works within the **Defined Area** at the **Risk Address**.

“Contractor” means the **Japanese Knotweed** treatment specialist, named on the Policy Schedule, who undertook treatment and monitoring works for **You** in accordance with the **Contract**.

“Contract Value” means the total price, set out on the Policy Schedule, paid by **You** in respect of treatment and monitoring works undertaken by the **Contractor** within the **Defined Area**.

“Defined Area” means the area specified/detailed within the **Management Plan** as being subject to the treatment and monitoring works carried out by the **Contractor** at the **Risk Address**, which is owned by **You**.

“Development Works” means, building works; investigatory works; exploratory works; landscaping works; soil removal works; or any other works, undertaken by any party, within (any area of) the **Risk Address**.

“Excess” means the first amount of £100 in respect of each and every claim, for which **You** are responsible.

“Estimated Completion Date” means the date detailed within the **Contract**, **Management Plan** and the Policy Schedule as the date when the **Japanese Knotweed** treatment and monitoring works are expected to be completed by the **Contractor**.

“Hadron, Insurer” means Hadron UK Insurance Company Limited of One Fleet Place, London, England, EC4M 7WS.

“Insured Works” means the treatment and monitoring works carried out within the **Defined Area**, by the **Contractor**, for **You**.

“Japanese Knotweed” means Japanese Knotweed (*Fallopia Japonica*); Giant Knotweed (*Fallopia Sachalinensis*) and Dwarf Knotweed (*Fallopia Japonicavar.*).

“Management Plan” means the document which forms part of the **Contract** issued to **You** and which includes a site plan showing the **Defined Area**; details of the treatment and monitoring works to be undertaken; and an **Estimated Completion Date**.

“Policy” means this contract of insurance between **You** and **Hadron**.

“QANW, Us, We, Our” means Warranty Services Limited trading as QANW of PO Box 26332, Ayr, KA7 9BJ.

“Risk Address” means the address at which the **Insured Works** have been undertaken, and which is owned by **You**.

“Written Guarantee” means the warranty issued by the **Contractor** to **You**, setting out the **Contractor’s** remedial obligations in the event of any re-growth of **Japanese Knotweed**, within the **Defined Area**, which has occurred subsequent to the **Completion Date**.

“You, Your, Policy Holder” means the individual or entity who is the owner of the **Risk Address** in which the **Defined Area** is situated and, in the case of the original **Policy Holder**, is named in the Policy Schedule.

What is Covered

On behalf of **Hadron**, **We** agree to indemnify **You** in respect of the cost of re-treating **Japanese Knotweed** (by Herbicide treatment only) in the **Defined Area** of the **Risk Address** where the **Contractor** has **Ceased to Trade** and is consequently unable to re-treat **Japanese Knotweed** under to the terms of the **Written Guarantee** issued to **You**.

Should this occur, on **Hadron's** behalf, **We** will arrange for the an **Alternative Firm** to visit the **Risk Address** and re-treat the re-growth of **Japanese Knotweed** identified within the **Defined Area** in accordance with the **Written Guarantee**.

In the event that **We** are unable to arrange for **Alternative Firm** to visit the **Risk Address** and re-treat the re-growth of **Japanese Knotweed** identified, or at **Hadron's** sole discretion, **We** shall pay in cash the amount of the proven loss to **You**.

In the event that **We** accept that **You** have a valid claim, **We** will confirm to **You** which action is to be taken and shall make the necessary arrangements.

The Duration that this Policy is Effective for

The cover provided by the **Policy** comes into effect on the **Completion Date**, this being the date that the **Contractor** certifies, in the form of a **Completion Certificate**, that the treatment and monitoring works detailed in the **Management Plan** have been completed. Cover shall run for a period of 10 years, or the period stated in the **Contractor's Written Guarantee**, whichever is the lesser of those periods.

Financial Limits of this Policy

The maximum amount payable in respect of all claims made against this **Policy** will not exceed the **Contract Value** as stated in the Policy Schedule. This financial limit is used up as **We** accept claims. If **You** are not the first owner of the **Property**, the financial limit may already have been partly or fully used up by claims from previous owners.

Any costs incurred that amount to more than the financial limit of this **Policy** will be **Your** responsibility.

What is Not Covered

Your Insurance Backed Guarantee does not protect **You** against every event or circumstance – it only protects **You** against the events covered in this **Policy**. **You** cannot claim under this **Policy** for any of the following, or for anything resulting from any of them:

1. any treatment or re-treatment work which would not have been provided under the explicit terms of the **Written Guarantee**.
2. the fulfilment of any part of the **Contract** which is not materially connected to or related to honouring the explicit terms of the **Written Guarantee**.
3. any loss where the **Contractor** has not **Ceased to Trade**.
4. any loss where **You** are unable to supply a copy of a **Management Plan**, **Completion Certificate** and **Written Guarantee**.
5. any treatment or re-treatment where **Japanese Knotweed** has entered the **Defined Area** from neighbouring land.
6. any loss for which compensation, remedy or indemnity is available to **You**, by exercise of **Your** statutory rights (for example, a situation where **You** are a debtor in a debtor-creditor-supplier agreement and has recourse to the creditor through Section 75 of the Consumer Credit Act 1974).
7. any loss in respect of or connected to species of invasive weed other than **Japanese Knotweed**.
8. any loss in respect of or connected to remedial works carried out without **Our** consent.
9. any loss in respect of or connected to damage caused by the growth of **Japanese Knotweed**.
10. any loss which is above the Financial Limits of this **Policy**.
11. any loss, damage, liability, or expense caused by the malicious use –by any party- of computers, computer viruses, computer code, spyware, malware, or electronic systems.
12. any loss or damage caused by any peril capable of being insured under a commercial property, household, or similar policy of insurance, including but not limited to fire, lightning, explosion, storm, tempest, flood, malicious damage, accidental damage, subsidence, landslip or heave, whether or not such insurance is effective or in force at the time.
13. the amount of the **Excess** in respect of each and every claim.
14. any loss of use, loss of profit, or loss of enjoyment suffered by **You**.
15. any loss which is not directly related to the re-treatment of **Japanese Knotweed** within the **Defined Area**.
16. any loss arising outside of the **Defined Area**.
17. any additional costs caused by **Your** failure to notify a claim as soon as reasonably possible, which has resulted in additional costs being required to re-treat **Japanese Knotweed**, which will be **Your** sole responsibility.
18. any re-growth of **Japanese Knotweed** discovered or reported to the **Contractor** prior to the **Contractor** having **Ceased to Trade**; where **You** refused the **Contractor** access to the **Defined Area** and/or refused the **Contractor** the opportunity to carry out re-treatment works as per their **Written Guarantee**.
19. the cost of any treatment or re-treatment of **Japanese Knotweed** where such costs are incurred by **You** or any other party on or after the commencement date of any **Development Works**.
20. the cost of any treatment or re-treatment of **Japanese Knotweed** at the location of a horizontal root barrier within the **Insured Works**; where the depth of the excavation at the time of treatment was 400mm or less and there is any subsequent disturbance of the ground; or where the excavation at the time of treatment was in excess of 400mm and there is any subsequent disturbance of the ground which exceeds a depth of 200mm.
21. any loss or damage caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, revolution, rebellion, insurrection or military or usurped power, riot or civil commotion or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

22. any loss destruction or damage or cost or expense of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of an **Act of Terrorism**.
23. any loss, damage, liability, or expense caused by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, any chemical biological bio-chemical or electromagnetic weapon.
24. any loss, damage, liability, or expense caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:
 - a) Coronaviruses; and
 - b) Coronavirus disease (COVID-19); and
 - c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2); and
 - d) any mutation of or variation of a), b) or c) above; and
 - e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and
 - f) any fear or anticipation of a), b), c), d) or e) above,
 regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Policy Conditions

There are a number of conditions that **You** must adhere to for this **Policy** to be effective and these are as follows:

1. It is a condition precedent to contract that all insurance premium has been paid in respect of the **Policy**. Therefore, no cover under this **Policy** shall be provided until **We** have received payment of insurance premium in full.
2. It is a condition precedent to contract that the entire **Contract Value** has been paid by **You** to the **Contractor**. Therefore, no cover under this **Policy** shall be provided until the **Contract Value** is paid in full.
3. It is a condition precedent to contract that **You** obtain a **Completion Certificate** and **Written Guarantee** from the **Contractor**, prior to the cover provided by this **Policy** coming into effect. Therefore, no cover shall be provided until **You** have received both a **Completion Certificate** and **Written Guarantee**. **You** must be to provide **Us** with a copy of both a **Completion Certificate** and **Written Guarantee** in the event of a claim.
4. It is a condition precedent to contract that in the event that, for whatever reason, the treatment and monitoring work detailed within the **Management Plan** are unable to be completed by the **Contractor**, then no cover shall incept under this **Policy**. In this event, **We** shall provide **You** with a refund of the premium that was received by **Us** in respect of this **Policy**, less an administration fee of £30.
5. This **Policy** has been issued based on an **Estimated Completion Date** as detailed within the Policy Schedule, however cover shall only commence on the **Completion Date**, this being the date that the **Contractor** certifies, in the form of a **Completion Certificate**, that the treatment and monitoring works detailed in the **Management Plan** have been completed. Should the **Completion Date** vary by any more than 6 months from the **Estimated Completion Date** detailed within the Policy Schedule, **You** should notify **Us** of the change in timeframe.
6. **We** are not obliged to undertake any safety inspections and will not perform the duty of any person or business to provide for the health and safety of workers or a member of the public.
7. **We** do not provide an emergency response service in respect of this **Policy**.
8. Where any betterment occurs as part of a claim, **You** shall be responsible for the extra costs involved in respect of that betterment.
9. As part of the claims process, **We** shall have the right to inspect the **Defined Area** and **You** shall provide to **Us** at **Your** expense in writing all details of any claim together with such explanations as may reasonably be required by **Us**. In particular, **We** shall request copies of the following documentation from **You**: A copy of this **Policy**, a copy of the **Contract** and **Management Plan**, a copy of the **Completion Certificate** and a copy of the **Written Guarantee**.
10. **You** shall take all reasonable precautions to avoid losses that are or may be recoverable under this **Policy**.
11. **Your** benefit under this **Policy** will be forfeited if **You** or anyone acting on **Your** behalf knowingly provides fraudulent information or makes a fraudulent claim.
12. **Hadron** may at its expense take such proceedings as it sees fit in **Your** name to enforce any rights and remedies against or obtain relief or indemnity from other parties to which **Hadron** shall be or may become entitled or subrogated under this **Policy** and **You** shall at **Hadron's** request and expense do such acts and things as may reasonably be required by **Hadron**.
13. All work undertaken which form part of a valid claim against this **Policy** must be undertaken by an **Alternative Firm** instructed by **Us** or **Hadron**.
14. Where **You** hold this **Policy** for reasons mainly related to **Your** business, trade or profession; **We**, on behalf of **Hadron**, shall have no liability to pay damages to **You** for late payment of a claim under this **Policy**, unless **We** fail deliberately or recklessly to pay the claim within a reasonable time.
15. We shall not provide any benefit under this **Policy** to the extent of providing cover, payment of any claim or the provision of any benefit, where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

The Applicable Law

Unless agreed to the contrary by **You** and **Hadron**, this **Policy** will be governed by the laws of the legal jurisdiction in which the **Risk Address** is situated.

Policy Transferability

If **You** sell the **Risk Address**, the benefit of this **Policy** may be passed on to a subsequent owner. Accordingly, in the event that this occurs, **You** should pass this **Policy** and copies of the **Contract** and **Management Plan** on to the subsequent owner. Where they are available **You** should also pass on copies of the **Completion Certificate** and **Written Guarantee** on to the subsequent owner for their retention.

If **You** are a subsequent owner, **You** must ensure that **You** have a copy this **Policy** and copies of the **Contract** and **Management Plan**; and where applicable copies of the **Completion Certificate** and **Written Guarantee**; as **You** will require to provide these as evidence as part of any claim submission that **You** make to **Us**.

In the event that the treatment and monitoring work is yet to be completed, any subsequent owner must obtain a **Completion Certificate** and **Written Guarantee** upon completion of these works from the **Contractor**, in the same way that an original owner would have obtained them.

There is no requirement for a replacement **Policy** to be issued; however, **You** can contact **Us** to discuss this if **You** require a **Policy** in **Your** name. A reasonable administration fee may be chargeable if **You** wish **Us** to issue a duplicate copy of the **Policy**.

How to Make a Claim

If **You** identify re-growth of **Japanese Knotweed** within the **Defined Area** at the **Risk address**, **You** should immediately report this to the **Contractor**, who is obliged to honour their contractual obligations as detailed within the **Written Guarantee**. Remember, **You** need to allow the **Contractor** the opportunity to treat the re-growth of **Japanese Knotweed**; and this involves providing reasonable access to the **Risk Address** and the **Defined Area**.

It is important to remember that **We** cannot accept a claim for the re-growth of **Japanese Knotweed** whilst the **Contractor** is still trading.

If **You** cannot contact the **Contractor** and find that they have **Ceased To Trade**, **You** should contact **Us** within 30 days by e-mailing claims@qanw.co.uk in order to intimate a claim. Alternatively, **You** can contact **Us** by telephoning 01292 268020 during office hours, or by writing to The Claims Department, QANW, PO Box 26332, Ayr, KA7 9BJ.

Please remember to notify a potential claim to **Us** as soon as possible; as if **You** do not notify us within 30 days, it could affect the outcome of a claim.

As part of the claims process, **We** will request that **You** complete a short claim form in order to advise **Us** about the detail of the claim that **You** are making. This information will be used to validate the claim. **You** will also need to be able to supply **Us** with copies of the following documentation along with the completed claim form: a copy of this **Policy**; a copy of the **Contract** and/or **Management Plan**, a copy of the **Completion Certificate** and a copy of the **Written Guarantee**. **We** may also ask for evidence that **You** are the owner of the **Risk Address**; and any other information relating to the **Insured Works** that **We** may require.

At this stage **We** will also request that **You** make payment of the **Claim Survey Fee** to **Us**.

Upon receipt of a complete claim submission from **You**, **We** may instruct an **Alternative Firm** to carry out a survey in respect of the **Defined Area** in order to determine if a re-growth of **Japanese Knotweed** has occurred.

If the survey confirms that a re-growth of **Japanese Knotweed** has occurred and a valid claim is accepted by **Us**, on behalf of **Hadron**, the **Claims Survey Fee** will offset against any applicable **Excess**, with any amount over the **Excess** being returned to **You**. **We** will then either arrange for the re-treatment of the **Japanese Knotweed**; or pay in cash the amount of the proven loss to **You**. **We** will confirm to **You** which action is to be undertaken.

It is important to remember that all re-treatment work which forms part of a valid claim must be undertaken by an **Alternative Firm** instructed by **Us** or **Hadron**. Where any betterment occurs as part of a claim, **You** will be responsible for the extra costs involved in respect of that betterment.

If **We** do not accept that a claim is valid under the terms of the **Policy**; **We** will explain the reasons why the claim has not been accepted to **You**. If **You** are unhappy with this decision, **You** will have the right to make a complaint.

What to do if You Want to Make a Complaint

We hope that **You** will be happy with the protection that the **Policy** provides, however if for any reason, **You** are unhappy, **We** would like to know about this.

If **You** wish to make a complaint in relation to this **Policy**, **You** should contact **Us** via e-mail at complaints@qanw.co.uk or in writing to The Complaints Department, QANW, PO Box 26332, Ayr, KA7 9BJ or via telephone on 01292 268020. **You** can visit **Our** website at www.qanw.co.uk. **We** will provide **You** with details of the complaints process and attempt to resolve any issue **You** may have.

If **You** are not happy with the outcome of your complaint, or if eight weeks have passed and **We** have not sent **You** **Our** final response **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service. This can be done in writing to FOS, Exchange Tower, London, E14 9SR; via telephone on 0800 023 4567 or **You** can visit the Financial Ombudsman Service's website at www.financial-ombudsman.org.uk.

This procedure does not prejudice **Your** right to take legal proceedings

Your Duty of Disclosure

If this **Policy** was purchased for reasons unrelated to **Your** trade, business, or profession: Subject to Section 2 of the Consumer Insurance (Disclosure and Representations) Act 2012, it is **Your** duty to have taken reasonable care not to make a misrepresentation to **Us**. Either a deliberate, reckless, or careless misrepresentation made by **You** may entitle **Hadron** to seek remedies from **You** in respect of any claims paid.

If this **Policy** was purchased for reasons related to **Your** trade, business, or profession: Subject to Section 3 of the Insurance Act 2015, it is **Your** duty to have made a fair presentation of the risk to **Us**. A qualifying breach of fair presentation made by **You** may entitle **Hadron** to seek remedies from **You** in respect of any claims paid.

Warranty Services Limited is registered in Scotland, with the registered address of 1 George Square, Glasgow, Scotland, G2 1AL. Company registration number SC205797.

Warranty Services Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 309580

Hadron UK Insurance Company Limited is registered in England as a Limited Company, with the registered address of One Fleet Place, London, England, EC4M 7WS. Company registration number 00011615.

Hadron UK Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 202146.

About our insurance services when providing you with a Knotweed Express Insurance Backed Guarantee



Who are we?

QANW is a trading name of Warranty Services Limited; and we are an insurance intermediary who arranges contracts of insurance between insurers and policy holders. We may be contacted by writing to: QANW, PO Box 26332, Ayr, KA7 9BJ; or via e-mail to info@qanw.co.uk; or by telephoning 01292 268020 during office hours.

How are we regulated?

We are regulated by the Financial Conduct Authority ("FCA"). The FCA is the independent watchdog who regulates the conduct of financial services firms in the UK. Our firm reference number is 309580. You can check this by visiting the Financial Services Register at <https://register.fca.org.uk> or by contacting the FCA by telephoning 0800 111 6768.

Which service will we provide you with?

We provide insurance products on a "non-advised" basis. This means that you will not receive advice or a recommendation from us as to whether or not a product is suitable for your circumstances. We do collect information in order to help ensure that the product you are provided with meets your apparent demands and needs.

Do we charge a fee for this service?

We do not charge you a fee for this service.

Which insurance products do we provide?

We provide the Knotweed Express Insurance Backed Guarantee, which is underwritten by Hadron UK Insurance Company Limited. We do not offer a Knotweed Express Insurance Backed Guarantees from any other insurer.

A Knotweed Express Insurance Backed Guarantee is an insurance product which is designed to meet the demands and needs of those who have had work carried out to treat Japanese Knotweed and who require insurance protection in the event that the contractor completes the treatment work but is consequently unable to honour the terms of their own written guarantee relating to re-growth, due to having ceased to trade.

How do we help ensure that a Knotweed Express Insurance Backed Guarantee meets your needs?

The contractor who you have contracted with to treat Japanese Knotweed provided information about your contract to us. This information includes the type of treatment work to be/that has been undertaken, the contract value of the treatment work, and the estimated completion date of the treatment work. This information is used to generate a policy of insurance which is suitable for meeting the needs of a person who has had such treatment work carried out.

On whose behalf do we act?

QANW acts on behalf of Hadron UK Insurance Company Limited when arranging and administering a Knotweed Express Insurance Backed Guarantee. Furthermore, we also act on behalf of Hadron UK Insurance Company Limited when handling claims made against a Knotweed Express Insurance Backed Guarantee.

How are we remunerated?

In respect of a Knotweed Express Insurance Backed Guarantee; QANW collects the insurance premium from the contractor who carried out the work undertaken at your property. QANW retains a portion of the net premium and remits the balance of the premium to Hadron UK Insurance Company Limited, via their agents.

Warranty Services Limited's staff are remunerated on a salary basis and do not receive commission in respect of the sales of Knotweed Express Insurance Backed Guarantees.

What to do if you have a complaint?

If you wish to register a complaint about our services, please contact us. We may be contacted by writing to QANW, PO Box 26332, Ayr, KA7 9BJ; via e-mail to complaints@qanw.co.uk; or by telephoning 01292 268020 during office hours. Complaints about the performance of an insurance product (e.g. the outcome of a claim) should be made in accordance with the complaints procedures detailed within the Policy of Insurance document.

How do we protect your data?

QANW respects your privacy rights and your rights as a data subject. We will manage and protect your data accordingly, whilst it is in our hands, in accordance with all applicable data protection legislation. Please either click the following link or alternatively type the URL into your internet browser, in order to view our privacy notice <https://documentation.warranty-services.co.uk>

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Knotweed Express Insurance Backed Guarantee

Insurance Product Information Document



Company: Warranty Services Limited trading as QANW

Product: Insurance Backed Guarantee

Warranty Services Limited is authorised and regulated by the Financial Conduct Authority. FRN 309580.

Hadron UK Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FRN 202146.

This Insurance Product Information Document is only intended to provide a summary of the main coverage provided by a Knotweed Express Insurance Backed Guarantee and also to highlight the significant policy exclusions; it is not personalised to any specific individual needs in any way. Complete pre-contractual and contractual information on the product is provided in the Policy of Insurance document.

What is this type of insurance?

This type of insurance is a Knotweed Express Insurance Backed Guarantee, which is designed for those who have had work carried out to treat Japanese Knotweed and who require insurance protection in the event that the contractor completes the treatment work but is consequently unable to honour the terms of their own written guarantee relating to re-growth, due to having ceased to trade.



What is insured?

- ✓ A Knotweed Express Insurance Backed Guarantee will protect the policy holder against the unforeseen costs that they might incur in order to treat the re-growth of Japanese Knotweed, in the event that the original contractor has ceased to trade and is unable to honour the terms of their written guarantee.

- ✓ QANW shall instruct an alternative firm to re-treat the re-growth of Japanese Knotweed (by herbicide treatment) within the defined area in accordance with the contractor's written guarantee. In the event that QANW is unable to instruct an alternative firm to re-treat the defined area, and at their sole discretion, Hadron may opt to pay in cash the amount of the proven loss.

The defined area is considered to be the area specified/detailed within the management plan as being subject to the treatment and monitoring works carried out by the contractor at the risk address which is owned by the policy holder.

- ✓ The maximum amount payable in respect of all claims made against a Knotweed Express Insurance Backed Guarantee is the contract value, which is stated on the Policy Schedule.



What is not insured?

A Knotweed Express Insurance Backed Guarantee does not provide cover for:

- ✗ any loss or re-treatment works required that would not have been carried out by the contractor under the terms of their own written guarantee; or that do not relate to the re-treatment of Japanese Knotweed within the defined area.
- ✗ any loss or damage where the contractor has not ceased to trade, and the policy holder is able to pursue them for their loss.
- ✗ any monetary amount which is above the financial limit of the policy. The financial limit of the policy is the contract value, which is detailed on the Policy Schedule.
- ✗ the first £100 of each claim that the policy holder makes against a Knotweed Express Insurance Backed Guarantee, which is the Excess.
- ✗ any loss or damage caused by the re-growth of Japanese Knotweed.
- ✗ any loss in respect of or connected to re-treatment works carried out without the consent of QANW.
- ✗ the cost of re-treatment of Japanese Knotweed where such costs are incurred by the policy holder after the commencement date of any development works to the defined area.



Are there any restrictions on cover?

- ! In the event that the treatment and monitoring works, detailed within the management plan that the policy holder has agreed with the contractor, are unable to be completed by the contractor, then no cover shall incept under a Knotweed Express Insurance Backed Guarantee and a full return of any premium received by QANW shall be provided to the policy holder.
- ! The cover provided by a Knotweed Express Insurance Backed Guarantee is provided on the basis that the contractor has issued a completion certificate and a written guarantee to the policy holder. The policy holder will be required to provide a copy of a completion certificate and a written guarantee to QANW in the event of a claim. It is important for the policy holder to be aware that if they have not been issued with a completion certificate and written guarantee by the contractor, they may not be able to make a claim. **Where the policy holder does not have a completion certificate and written guarantee issued to them within 30 days of the treatment and monitoring works being completed, they should request copies from the contractor as a matter of urgency.**



Where am I covered?



A Knotweed Express Insurance Backed Guarantee applies only to insured works situated within England, Wales, Scotland, and Northern Ireland.



What are my obligations?

- The policy holder must pay the premium for a Knotweed Express Insurance Backed Guarantee; and also, must pay the full contract value to the contractor in relation to the treatment work required.
- The policy holder needs to check that the information shown within the Policy Schedule of their Knotweed Express Insurance Backed Guarantee is correct. If the information shown is correct they do not need to take any action. However, if it is incorrect, they should contact QANW to advise of the amendments that may be required. QANW may ask that the policy documentation is returned for amendment.
- The Policy Holder should ensure that the contractor provides them with a management plan prior to treatment work commencing
- The policy holder must notify QANW if the completion date is going to vary by any more than 6 months from the estimated completion date detailed within the Policy Schedule,
- If the policy holder identifies a re-growth of Japanese Knotweed within the defined area, they should immediately report this to the contractor, who is obliged to honour the terms of their written guarantee for its duration.
- If the policy holder identifies a re-growth of Japanese Knotweed in the defined area; and they cannot contact the contractor, and find that they have ceased to trade, they should contact QANW within 30 days by e-mailing claims@qanw.co.uk in order to intimate a claim. Alternatively, QANW can be contacted by telephoning 01292 268020 during office hours or in writing to The Claims Department, QANW, PO Box 26332, Ayr, KA7 9BJ.



When and how do I pay?

When you decide that you wish to purchase a Knotweed Express Insurance Backed Guarantee, you should pay the one-off premium to your contractor. QANW collects the full insurance premium from your contractor when they apply for a Knotweed Express Insurance Backed Guarantee.

Your contractor will retain any administration fee that they charge relating to the provision of a Knotweed Express Insurance Backed Guarantee.

A claim survey fee of £250 is payable by the policy holder upon presentation of a completed claim form. QANW will use this money to instruct an alternative firm to undertake an investigation into the claim. If the investigation establishes that a claim is admissible under the terms of a Knotweed Express Insurance backed Guarantee the £250 will be refunded to the policy holder, less the excess of £100 (which is the policy holders' contribution towards a claim).



When does the cover start and end?

A Knotweed Express Insurance Backed Guarantee is issued based on the estimated completion date of the treatment works, which is detailed within the Policy Schedule. However, cover shall only commence on the completion date, this being the date that the contractor certifies, in the form of a completion certificate, that the treatment and monitoring works detailed in the management plan have been completed.

Cover becomes effective on the completion date and shall run for a period of 10 years, or the period stated in the contractor's written guarantee, whichever is the lesser of those periods.



How do I cancel the contract?

The policy holder has the right to cancel a Knotweed Express Insurance Backed Guarantee within 14 days of receipt, if they decide that it is not required. They can do so by providing written notice to QANW, PO Box 26332, Ayr, KA7 9BJ. When doing so, they should return the policy documentation to QANW, who will confirm receipt, cancellation of cover, and arrange for a refund of the premium (less a small administration fee).

If you wish to cancel a Knotweed Express Insurance Backed Guarantee after 14 days of receipt; or if a claim has been made; or if the premium was paid by a party other than the Policy Holder (i.e. the Contractor); there will be no return of premium.

If a Knotweed Express Insurance Backed Guarantee is cancelled, no claim can be made at any time in the future.

Hadron UK Insurance Company Limited is registered in England as a Limited Company, with the registered address of One Fleet Place, London, England, EC4M 7WS. Company registration number 00011615.
Hadron UK Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 202146.