



# KNOTWEED EXPRESS INSURANCE BACKED GUARANTEE POLICY OF INSURANCE



**Policy Holder:**

Highland Court Woodford Ltd  
22 Wycombe End  
BEACONSFIELD  
Buckinghamshire  
HP9 1NB

## SCHEDULE

**Policy Number: KNOTEX13394490**  
**Estimated Completion: 31 Aug 2024**  
**Contract Value: £2,100.00**  
**Contractor: Japanese Knotweed Ltd**

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**Risk Address:** Highland Court, 87 Gordon Road, South Woodford, London, E18 1RE

## IMPORTANT INFORMATION

This **Policy of Insurance** and the Policy Summary set out the terms of the insurance contract between the **Policy Holder** and the **Insurer** and should be read as one document. The **Policy Holder** should read through this document to ensure that it is suitable for their needs.

In respect of this **Policy of Insurance**, all enquiries regarding cover should initially be directed to the **Insurer**, Guarantee Protection Insurance Limited of PO Box 26332, Ayr, KA7 9BJ, Telephone 01292 268020.

The **Policy Holder** should check that the information shown within the Policy Schedule is correct. If the information shown is correct, no action is required however, if it is not correct, the **Policy Holder** should contact the **Insurer** to advise the amendments that may be required. The **Insurer** may ask that the **Policy of Insurance** is returned for amendment.

The **Policy Holder** should ensure that the **Contractor** provides them 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 the **Policy Holder** to make a claim under this **Policy of Insurance**. If the **Policy Holder** has not received a **Written Guarantee** and a **Completion Certificate** within 30 days of the treatment and monitoring works being completed the **Policy Holder** should contact both (a) the **Contractor**, to request those documents; and (b) the **Insurer** in order to notify us that this documentation has not yet been received but has been requested from the **Contractor**. Whilst the **Insurer** may look to assist the **Policy Holder** in obtaining this documentation from the **Contractor** it is the sole responsibility of the **Policy Holder** to obtain this documentation from the **Contractor**.

In the event that the treatment and monitoring works detailed within the **Management Plan** are unable to be completed by the **Contractor**, then no cover shall incept under this **Policy of Insurance** and a full return of premium shall be provided to the **Policy Holder** by the **Insurer**.

This **Policy of Insurance** 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, the **Policy Holder** must notify the **Insurer** of this change.

## POLICY DEFINITIONS

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

'**Alternative Firm**' means a **Japanese Knotweed** treatment specialist instructed by the **Insurer** to carry out works on the **Insurer's** behalf in accordance with the **Insurer's** obligations under this **Policy of Insurance**.

'**Ceased to Trade**' means having ceased trading 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 the **Insurer** to confirm that the **Contractor** is no longer trading in any shape or form.

'**Claim Survey Fee**' means the fee of £250 the **Policy Holder** 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 the **Insurer** to cover the cost of the inspection carried out.

'**Completion Date**' means the effective date of the **Completion Certificate**.

'**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 the **Contractor** and the first **Policy Holder** to arrange for treatment and monitoring works at the **Risk Address**.

‘**Contractor**’ means the **Japanese Knotweed** treatment specialist, named on the Policy Schedule, who undertook treatment and monitoring works for the first **Policy Holder** in accordance with the **Contract**.

‘**Contract Value**’ means the total price, set out on the Policy Schedule, paid by the first **Policy Holder** 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 the **Policy Holder**.

‘**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 which is the responsibility of the **Policy Holder** in each and every claim.

‘**Estimated Completion Date**’ means the date detailed within the **Contract** and **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**.

‘**Insured Works**’ means the treatment and monitoring works carried out within the **Defined Area**, by the **Contractor**, for the first **Policy Holder**.

‘**Insurer**’ means Guarantee Protection Insurance Limited of 14 Castle Street, Liverpool, L2 0NE.

‘**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 the first **Policy Holder** 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 Holder**’ means the individual or entity who is the owner of the land in which the **Defined Area** is situated and, in the case of the first **Policy Holder**, is named in the Policy Schedule.

‘**Policy of Insurance**’ means this contract of insurance between the **Insurer** and the **Policy Holder**.

‘**Risk Address**’ means the address at which the **Insured Works** have been undertaken.

‘**Written Guarantee**’ means the warranty issued by the **Contractor** to, and in favour of, the first **Policy Holder**, setting out the **Contractor’s** remedial obligations in the event of any regrowth of **Japanese Knotweed**, within the **Defined Area**, which has occurred subsequent to the **Completion Date**.

## POLICY BENEFITS AND PERIOD OF INSURANCE

### Insurance Backed Guarantee Cover

The **Insurer** agrees to indemnify the **Policy Holder** in respect of the costs of re-treating **Japanese Knotweed** (by Herbicide treatment only) where the **Contractor** has **Ceased to Trade** and is unable to honour the terms of their own **Written Guarantee**. Should this occur, the **Insurer** shall instruct an **Alternative Firm** to re-treat the **Insured Works** within the **Defined Area** in accordance with the **Written Guarantee**. In the event that the **Insurer** is unable to instruct an **Alternative Firm** to re-treat the **Insured Works**, and at their sole discretion, the **Insurer** may opt to pay in cash the amount of the proven loss.

It is a condition precedent to liability that this **Policy of Insurance** shall only become effective when the **Policy Holder** is in receipt of a **Completion Certificate** and **Written Guarantee** from the **Contractor**.

This period of insurance shall commence on the **Completion Date** and shall expire on the expiry date of the **Written Guarantee**, or upon the tenth yearly anniversary of the **Completion Date**; whichever is the earliest.

## LIMIT OF LIABILITY OF THE POLICY

The limit of liability of the **Policy of Insurance** is as follows:

### Insurance Backed Guarantee Cover

The maximum amount payable under this section shall not exceed the **Contract Value**. Any amount over this shall be the responsibility of the **Policy Holder**.

## POLICY EXCLUSIONS

The **Insurer** shall not be liable, under this **Policy of Insurance**, for:

1. any treatment or re-treatment 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 the **Policy Holder** is 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 the **Policy Holder**, by exercise of the **Policy Holder’s** statutory rights (for example, a situation where the **Policy Holder** is 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 works carried out without the consent of the **Insurer**;
9. any loss in respect of or connected to damage caused by the growth of **Japanese Knotweed**;
10. any loss which is above the **Insurer’s** limit of liability, as set out within the section of this **Policy of Insurance** headed “Limit of Liability of the 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 the **Policy Holder**;
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 the failure of the **Policy Holder** 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 the sole responsibility of the **Policy Holder**;
18. any re-growth of **Japanese Knotweed** discovered or reported to the **Contractor** prior to the **Contractor** having **Ceased to Trade**; where the **Policy Holder** 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 the **Policy Holder** 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.

### POLICY CONDITIONS

1. It is a condition precedent to contract that all insurance premium has been paid in respect of the **Policy of Insurance**. Therefore, no cover under this **Policy of Insurance** shall be provided until the **Insurer** has received payment of insurance premium in full.
2. It is a condition precedent to contract that the entire **Contract Value** has been paid by the **Policy Holder** to the **Contractor**. Therefore, no cover under this **Policy of Insurance** shall be provided until the **Contract Value** is paid in full.
3. It is a condition precedent to contract that the **Policy Holder** obtains a **Completion Certificate** and **Written Guarantee** from the **Contractor**, prior to the cover provided by this **Policy of Insurance** coming into effect. Therefore, no cover shall be provided until the **Policy Holder** has received both a **Completion Certificate** and **Written Guarantee**. The **Policy Holder** must be to provide the **Insurer** 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 of Insurance** and a full return of premium shall be provided to the **Policy Holder** by the **Insurer**.
5. This **Policy of Insurance** 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, the **Policy Holder** must notify the **Insurer** of this change.
6. The **Insurer** is 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. The **Insurer** does not provide an emergency response service in respect of this **Policy of Insurance**.
8. Where any betterment occurs as part of a claim, the **Policy Holder** shall be responsible for the extra costs involved in respect of that betterment.
9. As part of the claims process, the **Insurer** shall have the right to inspect the **Defined Area** and the **Policy Holder** shall provide to the **Insurer** at their own expense in writing all details of any claim together with such explanations as may reasonably be required by the **Insurer**. In particular, the **Insurer** shall request copies of the following documentation from the **Policy Holder**: A copy of this **Policy of Insurance**, a copy of the **Contract** and **Management Plan**, a copy of the **Completion Certificate** and a copy of the **Written Guarantee**.
10. The **Policy Holder** shall take all reasonable precautions to avoid losses that are or may be recoverable under this **Policy of Insurance**.
11. The **Policy Holder's** benefit under this insurance will be forfeited if the **Policy Holder** or anyone acting on their behalf knowingly provides fraudulent information or makes a fraudulent claim.
12. The **Insurer** may at its expense take such proceedings as it sees fit in the name of the **Policy Holder** to enforce any rights and remedies against or obtain relief or indemnity from other parties to which the **Insurer** shall be or may become entitled or subrogated under this insurance and the **Policy Holder** shall at the request and expense of the **Insurer** do such acts and things as may reasonably be required by the **Insurer**.
13. This **Policy of Insurance** shall be governed by the laws of the legal jurisdiction in which the **Defined Area** is situated.
14. All work undertaken which forms part of a claim must be undertaken by an **Alternative Firm** instructed by the **Insurer**.
15. Where the **Policy Holder** holds this **Policy of Insurance** for reasons mainly related to their business, trade or profession; The **Insurer** shall have no liability to pay damages to the **Policy Holder** for late payment of a claim under this **Policy of Insurance**, unless it fails deliberately or recklessly to pay the claim within a reasonable time.

### CLAIMS PROCEDURE

In the event that the **Policy Holder** identifies any re-growth of **Japanese Knotweed** within the defined area, subsequent to the **Completion Date** the matter should be immediately reported to the **Contractor**. However, if the **Contractor** has **Ceased to Trade**, the **Policy Holder** should contact the **Insurer** for this insurance within 30 days via e-mail to [claims@gp-insurance.co.uk](mailto:claims@gp-insurance.co.uk) or in writing to Claims Department, Guarantee Protection Insurance Limited, PO Box 26332, Ayr, KA7 9BJ or by telephone during office

hours on 01292 268020 in order to intimate a claim as soon as possible. Please note that failure to notify a claim within 30 days could affect the outcome of a claim.

As part of the claims process and in order to validate any claim, the **Insurer** will request that a claim form be completed by the **Policy Holder**. The **Insurer** shall request copies of the following documentation from the **Policy Holder**: A copy of this **Policy of Insurance**, a copy of the **Contract** and **Management Plan**, a copy of the **Completion Certificate**, a copy of the **Written Guarantee**, and any other documentation that may reasonably be required. Failure to provide the **Insurer** with such documentation could affect the outcome of a claim.

A **Claim Survey Fee** of £250 is payable by the **Policy Holder** upon presentation of the claim form. The **Insurer** 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 this **Policy of Insurance** the £250 will be refunded to the **Policy Holder**.

## CANCELLATION RIGHTS

The **Policy Holder** may cancel this **Policy of Insurance** within 14 days of receipt by providing written notice to the **Insurer**, Guarantee Protection Insurance Limited of PO Box 26332, Ayr, KA7 9BJ. A pro-rata refund of premium shall be arranged and a £15 administrative fee shall be deducted from any refund of premium due. Where the **Policy of Insurance** was purchased on the **Policy Holder's** behalf by a third party, no return of premium can be given and no administrative fee shall be payable to the **Insurer**.

In the event that the treatment and monitoring work detailed within the **Management Plan** is unable to be completed by the **Contractor**, then no cover shall incept under this **Policy of Insurance** and a full return of premium shall be provided to the **Policy Holder** by the **Insurer**.

## TRANSFERABILITY

The benefit of this **Policy of Insurance** may be passed to subsequent owners of the land in which the **Defined Area** is situated. Accordingly, this **Policy of Insurance**, along with a copy of the **Contract**, **Completion Certificate** and the **Written Guarantee** should be kept in a safe place, preferably with the title documents to the land in which the **Defined Area** is situated. Subsequent owners of the land should, within 30 days of acquiring title, contact the **Insurer** for this insurance in writing at PO Box 26332, Ayr, KA7 9BJ or by telephone during office hours on 01292 268020 in order to request that the benefit of this **Policy of Insurance** be transferred. The **Insurer** may request that this **Policy of Insurance** is returned for amendment, or may endorse this **Policy of Insurance** with the particulars of the new **Policy Holder**. An administrative fee of £15 may be charged to the new **Policy Holder**.

## ENQUIRIES AND COMPLAINTS

Any enquires the **Policy Holder** may have regarding this **Policy of Insurance** should in the first instance be addressed to the **Insurer**, in writing to Guarantee Protection Insurance Limited at PO Box 26332, Ayr, KA7 9BJ or by telephone during office hours on 01292 268020. Please quote the Policy Number (shown in the Policy Schedule) so that the enquiry can be dealt with quickly.

If the **Policy Holder** wishes to make a complaint in relation to this **Policy of Insurance**, they should write to the **Insurer** at The Complaints Department, Guarantee Protection Insurance Limited, PO Box 26332, Ayr, KA7 9BJ, where any complaint shall be considered and hopefully resolved.

If the matter still remains unresolved, the **Policy Holder** can then approach:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR or by visiting their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

There are some instances where the Financial Ombudsman Service is unable to consider complaints. This procedure will not prejudice the **Policy Holder's** right to take legal proceedings.

## DISCLOSURE DUTIES

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

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

## HOW DO WE PROTECT YOUR DATA?

GPI respect 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.gp-insurance.co.uk>

**Guarantee Protection Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority**  
**Guarantee Protection Insurance Ltd is a Kinnell Group Company**

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



## Who are we?

Guarantee Protection Insurance Ltd is an insurance company and we arrange, effect and administer contracts of insurance for our customers. We may be contacted by writing to: GPI, PO Box 26332, Ayr, KA7 9BJ; via e-mail to [info@gp-insurance.co.uk](mailto:info@gp-insurance.co.uk); or by telephoning 01292 268020 during office hours.

## How are we regulated?

Guarantee Protection Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The Financial Conduct Authority is the independent watchdog who regulates the conduct of financial services firms in the UK. Our firm reference number is 207658. 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 our 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 our product that we underwrite. We do not offer products 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 monitor and 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 monitor and 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?

Guarantee Protection Insurance Ltd acts on our own behalf when arranging and administering the Knotweed Express Insurance Backed Guarantee or when handling any claim under a Knotweed Express Insurance Backed Guarantee policy.

## How are we owned and operated?

100% of the share capital of Guarantee Protection Insurance Ltd is owned by Kinnell Holdings Ltd.

## How are we remunerated?

In respect of a Knotweed Express Insurance Backed Guarantee; Guarantee Protection Insurance Ltd 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.

Our 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 GPI, PO Box 26332, Ayr, KA7 9BJ; via e-mail to [complaints@gp-insurance.co.uk](mailto:complaints@gp-insurance.co.uk); or by telephoning 01292 268020 during office hours.

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# Knotweed Express Insurance Backed Guarantee Insurance Product Information Document

Company: Guarantee Protection Insurance Ltd

Product: Insurance Backed Guarantee



Guarantee Protection Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, in the UK.

Our Firm Reference Number is 207658.

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 monitor and 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.

✓ GPI 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 GPI is unable to instruct an alternative firm to re-treat the defined area, and at their sole discretion, GPI 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 an 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 GPI.

✗ 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 GPI 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 GPI 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 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 monitoring and 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 GPI to advise of the amendments that may be required. GPI 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 GPI 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 GPI within 30 days by e-mailing [claims@gp-insurance.co.uk](mailto:claims@gp-insurance.co.uk) in order to intimate a claim. Alternatively, GPI can be contacted by telephoning 01292 268020 during office hours or in writing to The Claims Department, GPI, 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. GPI 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. GPI 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 Guarantee Protection Insurance Ltd of PO Box 26332, Ayr, KA7 9BJ. When doing so, they should return the policy documentation to GPI, who will confirm both receipt and cancellation of cover to the policy holder.

A pro-rata refund of premium shall be arranged, and a £15 administrative fee shall be deducted from any refund of premium due. Where the Knotweed Express Insurance Backed Guarantee was purchased on the policy holder's behalf by a third party, no return of premium can be given, and no administrative fee shall be payable to GPI.

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

**Guarantee Protection Insurance Ltd is registered in England as a Limited Company, with the registered address of 14 Castle Street, Liverpool, L2 0NE. Company registration number 03326800.**

**Guarantee Protection Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 207658. VAT Registration Number: 974964555**