# Specialists in Roofing and Waterproofing

Radmat System Warranties

574

A step by step guide.

Racmat



For comprehensive support for your roofing projects contact Radmat Building Products Tel: 01858 410372 E: techservices@radmat.com www.radmat.com

## Contents

Introduction	3	
Part 1   The Radmat Warranty		
The Radmat System Warranty	4	
Radmat Warranty Process	5-7	
Radmat Warranty Application Form	8	
Radmat Warranty Certificate Example	9-10	
Radmat Insurances	11	

## Part 2 | Alternative Warranty Type Overview

Introduction	12
Insurance Backed Guarantee (IBG)	12-14
Manufacturer/Self Insured Guarantee	15
Guarantee Backed by a Fund	15
Latent Defects Insurance	15

Front and back cover image: GCHQ building, Cheltenham

Below: Fruit and Wool Exchange, London





# Introduction



Anchorage House, London

## This guide is in two parts.

Part 1 details the benefits of the Radmat System Warranty. We believe this is the most robust warranty for your building.

**Part 2** outlines the other common types of guarantee/ warranty that are available from either the insurance market or from roof waterproofing suppliers.

## Introduction

The terms **warranty** and **guarantee** are widely used by companies concerning their products and systems.

They are, in effect, the same thing: **a method of assuring the client that the product or system will perform for a given period**. But unfortunately, the focus is on the headline duration of the warranty. When looking at the small print, companies often limit the liability they are prepared to accept. Just like insurance policies, the devil is in the detail.

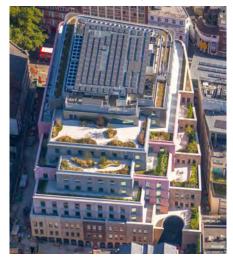
**Radmat Building Products** have produced this document to help clients, architects, specifiers and contractors understand the terminology that surrounds guarantees/warranties and to clearly outline how our processes deliver a market-leading warranty at the end of a project.





Above: The Deep Aquarium, Hull

#### Below: Ilona Rose House, London



#### **The Radmat System Warranty**

The Radmat System Warranty is free of charge and covers Radmat products, our proposed roofing design, the workmanship of the installers and is backed by Radmat's substantial equity.

Once issued, the Radmat System Warranty follows the contractual chain, creating a direct link between Radmat and the building owner for the warranty duration.

Every project over 100m<sup>2</sup> in roof area follows the warranty process on page 7 of this document. The Radmat's System Warranty is activated following the satisfactory completion of a final inspection report by the Radmat Site Quality Technician and once all project material invoices have been settled.

The table below provides an overview of the Radmat Warranty, highlighting how comprehensive, unique and transparent it is within the marketplace.

	Radmat System Warranty
Duration of Warranty	Up to 40 years
Consequential Loss Cover	Up to £250,000
Covers full Radmat roofing system	Yes
Covers Radmat Blue Roof System	Yes
Covers Radmat Green Roof System	Yes
Covers our proposed roofing design	Yes
Covers Thermal Calculations	Yes
Covers Wind Uplift Calculations	Yes
Covers Workmanship	Yes
Repair or replacement of the Radmat Roofing System free of charge	Yes
Costs of labour, equipment and safety protection	Yes
Annual inspection requirement	No
Indexed linked cost limit	No
Notification of Leak Period	30 days
Governed and construed in accordance with English law	Yes
Products BBA certified for roofs, terraces, podiums and balconies	Yes
Products BBA certified for zero falls	Yes





#### **The Radmat Warranty Process**

When Radmat first undertakes a new project, it is assigned a unique Project Reference Number on the Radmat CMS Database. This number stays with the project throughout the process. Upon receiving the first materials order for a project, it is assigned to a Radmat Site Quality Technician (SQT) who will conduct pre-start, in-progress and final inspections.

Throughout the project, the SQT will receive notification of material deliveries and will work with the Radmat Approved Contractor to bring the project to a satisfactory conclusion. At each inspection stage, the SQT will complete a report using the Radmat Inspection App, which is linked to the CMS Database. Each inspection report contains photographs of the installation, comments on good workmanship and any actions that are required to achieve warranty status. The process map on the following page shows the steps that each project goes through.











All **Radmat roofing systems** must go through the following inspection and testing process for a warranty to be issued. Inspections must occur before and after finishes are installed.

		,	WATERPROOFING INSPECTION SQT (SITE QUALITY TECHNICIAN)			
Pre- installation	1.	Approved Contractor	<ul> <li>Visual pre-site inspection of substrate condition. Contact Radmat SQT (Site Quality Technician) if concerns arise.</li> <li>Conduct Peel Testing with photographic record and pass to Radmat SQT pre-installation.</li> </ul>			
Intermediate Inspections	2.	Radmat SQT	<ul><li>Inspections are carried out by roof area during installation.</li><li>The Radmat SQT schedules regular inspections with the Approved Contractor.</li></ul>			
	3.	Approved Contractor	<ul> <li>An Electronic Integrity Test (EIT) must be carried out on a roof by roof* basis. If passed, send to warranties@radmat.com immediately with Radmat project reference. If the test is not satisfactory, make good and retest.</li> <li>Request final inspection on a roof by roof basis.</li> <li>All waterproofing must be complete.</li> <li>Finishes cannot be installed until a satisfactory EIT test result is obtained.</li> </ul>			
Final Inspection	4.	Radmat SQT	• Conduct final inspection and issue a Final Waterproofing Inspection Report.			
	5.	Approved Contractor	<ul> <li>Immediately protect roof and/or install the finishes if the Final Waterproofing Inspection is passed off as 100% complete for warranty. Delays in protecting the roof will require a further EIT test and inspections.</li> <li>If insulation is being installed, then go straight to stage 7 below. If insulation is not being installed on the system, then submit the Radmat Warranty Application Form to warranties@radmat.com together with any EIT test reports not already</li> </ul>			
	6.	Radmat Warranty Services	<ul> <li>Subject to all roofs being signed off for warranty and settlement of all invoices, a Radmat Warranty Document will be issued.</li> </ul>			

INSULATION & FINISHES INSPECTION SQT (SITE QUALITY TECHNICIAN)						
Intermediate Inspections	7.	Radmat SQT	<ul> <li>Inspections are carried out by roof area during installation.</li> <li>Inspections are scheduled every 3 weeks unless the Approved Contractor has a specific date requirement*.</li> <li>An Inspection Report is issued within 48 hours to the Approved Contractor.</li> </ul>			
	8.	Approved Contractor	<ul> <li>If the Final Waterproofing Inspection Report has been issued, then request a final inspection on a roof by roof basis.</li> <li>All finishes must be installed.</li> </ul>			
	9.	Radmat SQT	• Conduct final inspection and issue a Final Waterproofing Inspection Report.			
Final Inspection	10.	Approved Contractor	• Upon satisfactory completion of all roofs, submit a <b>Radmat Warranty Application</b> <b>Form</b> to <b>warranties@radmat.com</b> together with any EIT test reports not already submitted.			
	11.	Radmat Warranty Services	• Subject to all roofs being signed off for warranty and settlement of all invoices, a <b>Radmat Warranty Document</b> will be issued.			

\* With the exception of balconies and lift/stair core overruns



# Part 1 | The Radmat Warranty



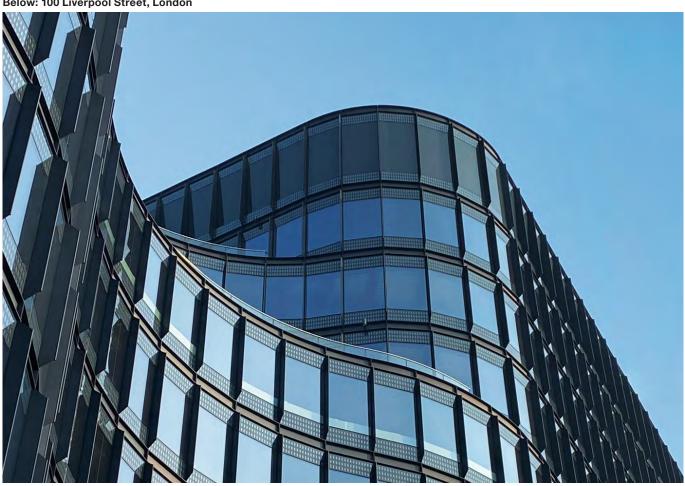
Above: Bloomberg HQ, London Below: 100 Liverpool Street, London

At the conclusion of a project the Radmat Approved Contractor completes the Warranty Application Form and submits it to our warranties department for processing.

The Radmat Applications Manager will check the project file for a completed final inspection and, if required, Electronic Integrity Testing (EIT) reports for the roof. If all are satisfactory and all invoices are paid, the warranty will be submitted to the Managing Director for signature, which typically takes less than a week.



Above: Library of Birmingham



# Radmat Warranty Application

# www.radmat.com

1. Please complete	the fol	lowing information that will be incluc	led on the Warra	anty Certific	ate	
Radmat Project Reco	rd Num	ber:				
Project Name:						
Project Address:						
Roof Location and/or	Block V	Narranty being applied for:				
Completion date of th	e roof:					
Customer Name:						
Products to be Guar	rantee	d on the Project:				
PermaQuik PQ6100		Warranty duration requested:	years	Roof Area		m²
ParaFlex		Warranty duration requested:	years	Roof Area		m²
ReadySeal		Warranty duration requested:	years	Roof Area		m²
EshaFlex		Warranty duration requested:	years	Roof Area		m <sup>2</sup>
EshaPlan		Warranty duration requested:	years	Roof Area		m <sup>2</sup>
EshaUniversal		Warranty duration requested:	years	Roof Area		m <sup>2</sup>
EshaGum		Warranty duration requested:	years	Roof Area		m <sup>2</sup>
2. Please complete	the fol	lowing additional information for our	records and that	at of our insu	urers	
Specifier:						
Purpose of the buildin	g:					
Specification Installed	:					
Materials used:						
3. Please complete	the fol	lowing for our records and that of ou	r insurers			
Leak Detection Test C	ertificat	te attached 🗌 Requ	uired In-progress	and Final Insp	ections co	mpleted
4. By signing below	the Ap	pproved Contractor confirms:				
4.1 the installation is in	n accor	dance with Radmat Building Products Li	mited specificatio	n and publish	ied informa	tion
4.2 there are no pater	nt defec	sts known				
4.3 there are no outsta	anding	claims or queries relevant to this project				
Signed for on behalf	f of the	Approved Contractor				
Approved Contractor:			Signature:			
Person completing ap	plicatio	n:				
Position:						
Date:						
FOR OFFICE USE ONLY						
Date received:			Final Inspection	Completed:	Yes	No
Date issued:			Inspection Com	pleted by:		





# **Certificate of Warranty**

xx Years

This Warranty is given by Radmat Building Products Limited in respect of the stated Radmat Roofing Systems supplied by Radmat Building Products Limited upon the terms and conditions set out below and overleaf.

#### **Roofing Systems**

- This Radmat Roofing Systems warranty covers:
  - PermaQuik PQ6100 Hot Melt system for a period of:
  - EshaPlan Single Ply system for a period of:
  - EshaFlex/EshaGum Reinforced Bitumen system for a period of:
  - EshaUniversal Single Layer system for a period of:
  - ParaFlex FD Liquid Applied system for a period of:
  - ReadySeal Liquid Applied system for a period of:
  - Radmat Blue Roof System for a period of:

#### **Project Information**

- Radmat Project Record Number:
- Project Name:
- Project Address:
- Roof Location/Block:
- Customer Name/Owner/Purchaser:
- Quantity of membrane:
- Purpose of Structure:
- Radmat Approved Contractor:

Commencing from midnight on\_\_\_\_\_\_following the period stated above, this warranty shall be null and void.

- 1) In the event of entry of water through the Radmat Roofing System arising solely from the failure of the installed Radmat Roofing System, Radmat Building Products Ltd give a Warranty to the customer for the stated period from the date hereof to repair without charge the Radmat Roofing System or to supply without charge replacement material and to reimburse reasonable and quantified costs of labour, equipment and safety protection involved in the repair or replacement of the Radmat Roofing System. Also with costs associated with the consequential loss borne from the failure of the installed membrane up to a maximum aggregate liability of £250,000.00.
- 2) Radmat Building Products Ltd will not be liable under this Radmat Roofing System Warranty unless a claim is notified in writing to the registered offices of both Radmat Building Products Ltd, Holland House, Valley Way, Rockingham Road, Market Harborough, Leicestershire, LE16 7PS and to the installer as soon as possible but in any event within 30 working days of discovering any defect in the Radmat Roofing System or the entry of water through the Radmat Roofing System.
- 3) Radmat Building Products Ltd will not be liable under this Radmat Roofing System Warranty in any of the following circumstances:
  - a) If the structure or any part of it has been or is exposed to abnormal or inappropriate loading from any cause including but not limited to wind speeds in excess of design criteria (stated in 'BS EN 1991-1-4:2005+A1:2010 Eurocode 1. Actions on structures. General actions. Wind actions').
  - b) In the event Radmat Building Products Ltd haven't received full payment for the materials provided.
  - c) If work is carried out by way of repair, alteration or extension to any part of the waterproofing without the written approval of Radmat (other than reasonable emergency repairs to prevent damage or further damage occurring). Such approval, if given, shall be for the purpose of this Radmat Roofing System Warranty only and shall not be taken to indicate that Radmat Building Products Ltd either recommend or approve the work or that they have advised it is required, adequate or appropriate.
  - d) If (but only to the extent that) the customer has caused or contributed to loss or damage or further loss or damage by failure to exercise reasonable emergency repairs or failure to take other appropriate steps including (but not limited to) notifying Radmat Building Products Ltd forthwith upon it becoming reasonably apparent that circumstances exist which are likely to give rise to a claim hereunder.
  - e) If the building or structure upon which the Radmat Roofing System has been placed has been used for a purpose other than the purpose disclosed at time of specification or installation.

Radmat Building Products Ltd, Holland House, Valley Way, Rockingham Road, Market Harborough, Leicestershire, LE16 7PS. Telephone: 01858 410372. e-mail: warranties@radmat.com. Registered in England No: 3159762

Control date: 09 12 2020





# **Certificate of Warranty**

- 4) The maximum liability of Radmat Building Products Ltd under this Radmat Roofing System Warranty shall be limited to the costs referred to in clause (1) above.
- 5) The Radmat Roofing System Warranty does not cover;
  - a) Installations of Radmat Roofing System outside Great Britain, Northern Ireland, the Channel Islands, the Isle Of Man or the Republic of Ireland unless agreed by Radmat Building Products in writing.
  - b) The first £100 of any claim.
  - c) Damage, loss or injury resulting wholly or partly from fire, flood other than flooding resulting from the failure of the waterproofing, earthquake, lightning, wind speeds in excess of the design criteria, (stated in 'BS EN 1991-1-4:2005+A1:2010 Eurocode 1. Actions on structures. General actions. Wind actions) collapse, subsidence, vibration, weakening or removal of support, accidental or deliberate damage, howsoever caused, the effect of ionising radiation or contamination of radioactivity from any nuclear fuel or from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic, explosive or other hazardous properties of any explosives nuclear assembly component thereof or pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- 6) This Radmat Roofing System Warranty may be assigned by the customer to a purchaser or tenant of the premises provided that Radmat Building Products Ltd is notified in writing of such assignment and agrees in writing thereto prior to the execution of the assignment.
- For the purpose of this Radmat Roofing System Warranty notification in writing shall be effected by sending the notice to Radmat Building Products Ltd at its registered office by recorded delivery post.
- This Radmat Roofing System Warranty or the terms hereof may not be amended or varied without the written consent of the Managing Director of Radmat Building Products Limited.
- 9) This Radmat Roofing System warranty shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.
- 10) The parties do not intend that any of the terms of this Guarantee shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
- 11) If the customer is a consumer and not acquiring the Radmat Roofing System for business or commercial premises, then this warranty does not affect the customers' statutory rights.
- 12) If the Customer acknowledges having read and agreed to the conditions and limitations printed herein.

Issued for and behalf of Radmat Building Products Ltd

Issued for and behalf of The Installer

Name:

Name:

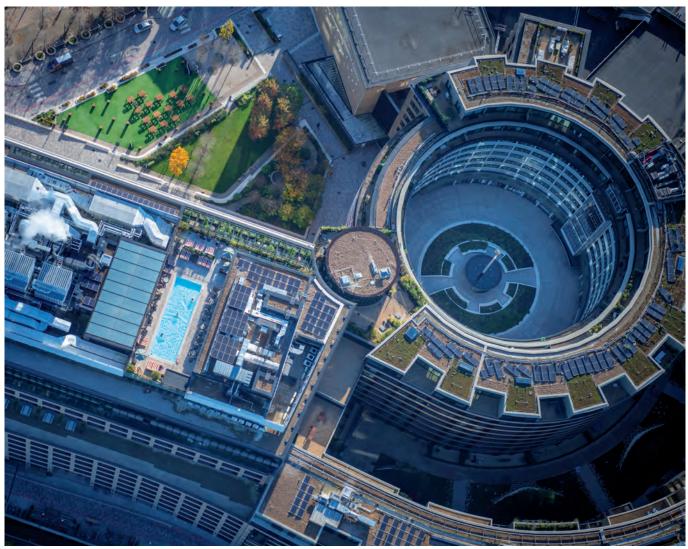
Signature:

Signature:

Radmat Building Products Ltd, Holland House, Valley Way, Rockingham Road, Market Harborough, Leicestershire, LE16 7PS. Telephone: 01858 410372. e-mail: warranties@radmat.com. Registered in England No: 3159762

Control date: 09 12 2020





Above: Television Centre, London

#### Below: Wimbledon Tennis Club, London



### **Radmat Insurances**

Radmat has been with the same insurance broker and insurer for the past decade. Radmat holds annually renewable insurance policies that cover:

- Employers Liability to a value of £10 million
- Public Liability to a value of £5 million
- Products Liability to a value of £5 million
- Professional Indemnity Insurance to a value of £2 million.

When comparing the Radmat offer with others, we suggest you check the small print, especially regarding workmanship cover.

#### **Dealing with Claims**

In the event of a claim, the building owner/contractor deals directly with Radmat to resolve guarantee related problems. Radmat will investigate the claim directly and settle any agreed issues with the client/roofing contractor. Claims do not affect the warranty duration or cover.



## Introduction

In part one of this guide, we described the **Radmat Warranty** and why we believe it is one of the most robust available, providing all parties with peace of mind for up to 40 years. This section will outline the common types of guarantees/warranties available from either the insurance market or roof waterproofing suppliers. Radmat's IBG insurance brokers have reviewed it and confirmed it as an accurate overview.

## **Insurance Backed Guarantee (IBG)**

A one-off payment is made to an insurance company for a specific project or phase. The IBG will be in the name of the client/building owner, creating a contractual relationship between the client and the insurer.

At the time of writing, the maximum term that an IBG is available from the insurance market is 10 years due to the banking regulations implemented by the Financial Services Authority (FSA). Previously up to 25 year offerings were available.



Francis Crick Institute, London



## Part 2 | Alternative Warranty Type Overview



Above: The Willis Building, London

Below: One New Change, London

#### **General IBG Conditions**

An Insurance Backed Guarantee is generally put in place by the roofing contractor via an insurance broker. A property or homeowner cannot take the insurance out. The insurance should be applied for before the works start, but it is possible to apply for an IBG once the project is in progress or post completion. However, retrospective cover will be 20% to 50% more expensive.

The insurer will have requirements set against all applications, including the vetting of the roofing contractors' finances, before confirming whether cover will be provided or not. This vetting process is stringent, and if companies have any negative figures on their latest financial submission, there is likely to be a requirement to complete a personal guarantee from all directors. Any outstanding County Court Judgements for a company or director may result in an applicant struggling to secure an IBG.

For larger contracts, an applicant's net worth needs to be at least 50% of the contract value and projects over  $\pounds100,000$  may require an independent warranty survey.

As with other forms of insurance, there is no 100% assurance that an insurer will provide an IBG on a project. Insurers can choose to decline to insure a company or a project should they be unwilling to accept the risk.

#### **Building Classifications**

Structural Warranty providers are now requesting IBG's on many new builds with flat roofs and balconies. If the property has more than one unit, such as flats, apartments, retail, offices, warehouses or mixed-use buildings, this is classed as a commercial project. A single house is classed as a residential project.





## Part 2 | Alternative Warranty Type Overview



Above: Fruit and Wool Exchange, London



Above: Nine Elms, London Right: The Forge, London

#### **Typical IBG Costs & Durations**

Project specific IBG costs will be only be confirmed by the insurance company following receipt of a completed IBG application form. Below are some indicative costs for 10-year and 12-year term IBG's.

#### 10-year Term, contract value below £100,000

- 3% of contract value subject to a Minimum Premium of £1,200 + Insurance Premium Tax\* + placing fee (circa 10% of insurance premium).

#### 10-year Term, contract value above £100,000

 - 3% to 4% of contract value subject to a Minimum Premium £1,670 + Insurance Premium Tax\* + placing fee (circa 10% of insurance premium) + Technical Inspection (1% to 2% of contract value plus VAT).

#### 12-year Term, Contract value above £250,000

 - 3.5% to 5% of contract value subject to a Minimum Premium of £1,200 + Insurance Premium Tax\* + placing fee (circa 10% of insurance premium) + Technical Inspection (1% to 2% of contract value plus VAT).

\* Insurance Premium Tax (IPT) rose to 12% from 1st June 2017 and is potentially subject to further increases by Government. More information about IPT can be found at <a href="https://www.gov.uk/government/publications/rates-and-allowances-insurance-premium-tax/insurance-premium-tax-rates">https://www.gov.uk/government/publications/rates-and-allowances-insurance-premium-tax/insurance-premium-tax-rates</a>

#### **Insurance Backed Guarantee Certificates**

If an Insurance Backed Guarantee is being provided for a project, the client will ultimately receive a specific Certificate of Insurance stating the policy number, the details of the policy provider and the value of the insurance. As with all legitimate insurance, the provider must be authorised by the Financial Conduct Authority. If the Certificate of Insurance provided does not state that the provider is "authorised and regulated by the Financial Conduct Authority", and no details of the policy or provider are given, the guarantee is unlikely to be insurance backed.

Radmat Building Products work with **Peacock Insurance Services Limited** to offer IBG's. Please contact Peacock Insurance Services Warranty Department on **02476 437626** or via **info@peacockinsurance.co.uk** should you wish to clarify any of the above or receive an insurance quotation.





## Part 2 | Alternative Warranty Type Overview



**Civil Justice Centre, Manchester** 

## Manufacturer/Self-insured Guarantee

This is not to be confused with an Insurance Backed Guarantee but is sometimes referred to as one incorrectly. The waterproofing manufacturer accepts the guarantee risk themselves and provides the client with a free-of-charge warranty. This may be a decision based on a desire to offer a longer warranty term than the insurance market will provide. The manufacturer may or may not set aside a 'pot' in their accounts that grows annually to cover their potential liability. A contractual relationship between the client/building owner and the manufacturer is created via a guarantee document, but there is no direct access to the 'pot'.

#### This form of warranty may be offered as:

- 1. A Guarantee/Warranty offered by Manufacturers that covers Construction Products only – a legally binding promise, which is a Manufacturer's offer of a specific remedy to a named recipient and/or may refer to a building (or part of it); depending on the terms, this could apply if the product does not meet its specification and/or is defective.
- 2. A Product and Workmanship Guarantee/Warranty A legally binding promise, which is a Manufacturer's offer of a specific remedy to a named recipient and/or may refer to a building (or part of it); depending on the terms, this could apply if the product is incorrectly installed, does not meet its specification and/or is defective.
- **3.** Product, Workmanship and Design Guarantee/Warranty A legally binding promise, which is a Manufacturer's offer of a specific remedy to a named recipient and/or may refer to a building (or part of it); depending on the terms, this could apply if the product is incorrectly installed, incorrectly designed, does not meet its specification and/or is defective.

In options 2 and 3, the Manufacturer will remain responsible for workmanship. The primary responsibility of the contractor is to ensure correct installation according to the specification of the Manufacturer. If the contractor becomes insolvent, then the recipient can use these guarantees to obtain a remedy from the Manufacturer.

**Note:** Manufacturers cannot sell or charge directly for insurance unless they are registered with Financial Conduct Authority (FCA).

## **Guarantee Backed by a Fund**

Again, this is not an Insurance Backed Guarantee. The waterproofing manufacturer establishes an insurance fund, typically offshore, and makes annual payments into it based on potential liability each year. There is no contractual relationship between the client/building owner and the insurer. A contractual relationship between the client/building owner and the manufacturer is created via a guarantee. But again, there is no direct access to the insurance fund for the client/building owner.

## **Latent Defects Insurance**

Latent Defects Insurance is a paid-for, project specific insurance policy, with a typical duration of 10 years. Latent Defects Insurances cover the cost of rectifying defects that come to light after installation and if the installing contractor is no longer trading. It covers materials, workmanship and errors in design or specification. Premiums are typically between 1.5% and 2% of the contract value, and the client will ultimately receive a specific Certificate of Insurance stating the policy number, the details of the policy provider and the value of the insurance. This creates a contractual link between the client and the insurance company.



#### **Radmat Building Products Ltd**

Holland House, Valley Way, Rockingham Road, Market Harborough, Leicestershire, LE16 7PS. T : 01858 410 372 E : techenquiries@radmat.com

W : www.radmat.com

This information given in good faith being based on the latest knowledge available to Radmat Building Products Ltd. Whilst every effort has been made to ensure that the contents of the publication are current while going to press, customers are advised that products, techniques and codes of practice are under constant review and liable to change without notice.

**NSSPIL** 

For further information on Radmat products and services please contact us. www.radmat.com

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BBA

## Front and back cover image: GCHQ building, Cheltenham.

Beneath the central green roof at GCHQ, PermaQuik was specified to provide a lifetime of waterproofing security.

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