



**ADVANCE**

## Welcome to SilverKnight Repair

Policy No. SKRP709010AD/

Some appliance manufacturers recommend regular or annual servicing of the equipment, particularly central heating boilers and cookers. As this is a breakdown policy and not a maintenance policy, we will not pay claims where the equipment you are claiming for has not been serviced in accordance with manufacturers' recommendations or for boilers that have not been serviced within the previous 12 months. If your boiler has not been serviced within the last 12 months, you must arrange for a service to be completed before cover will apply.

## HOW TO MAKE A CLAIM

Firstly you should telephone us on

# 0844 324 5681

and quote **SKRP709010AD**

together with your name, address and insurance agent details.

This insurance is not a maintenance contract and the cost of repairing damage due to gradual deterioration is not covered. If the **failure or breakdown** of the **equipment** or system is covered under this policy, the **Coverholder** may appoint an approved contractor to attend **your** property to repair the reported fault subject to the repair cost not exceeding £200 inclusive of value added tax.

If the repair is likely to exceed the sum of £200 **we** will only be liable to pay up to that amount. **You** must pay any amount which exceeds this sum.

It is important that **you** read **your** policy carefully so that **you** know the details of the cover **you** have chosen. **We** would like **you** to understand and be satisfied with **your** policy.

### YOUR INSURANCE POLICY

This is a legally-binding contract of insurance between **You** (the **Insured Person**) and **Us** (the Insurer). This contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract. **We** reserve the right to cancel or change any part of this contract without getting any one else's permission by giving fourteen days notice to the Insured. This policy only covers **You** if **You** have paid **Your** premium. **We** agree to provide the insurance in this policy, keeping to the terms, conditions and exclusions contained in this document.

### MEANING OF WORDS

1. **WE, OUR, US** means Brit Insurance Limited, the insurer of this policy
2. **YOU, YOUR** means the person who has taken out this policy
3. **INSURED PERSON** means **You** and **Your** partner or spouse normally resident with **You** at the time of a claim
4. **FAILURE OR BREAKDOWN** means an **Event** which results in a mechanical or electrical fault which stops the **Equipment** working
5. **EVENT** means the **Failure or Breakdown** resulting in repair to any of the **Equipment** described in WHAT YOU ARE COVERED FOR
6. **EQUIPMENT** means the systems, supply and appliances described in WHAT YOU ARE COVERED FOR, including combinations of those appliances listed
7. **HOME** means **Your** normal residence in the **Territorial Limits**
8. **APPOINTED CONTRACTOR** means the person appointed by **Us** to carry out the repairs
9. **REPAIR COSTS** means £200 each **Event** including parts, labour, VAT and call out fee
10. **OVERNIGHT ACCOMMODATION** means £250 each **Event**
11. **PERIOD OF INSURANCE** means the period corresponding with **Your** underlying certificate or policy of the **Home** buildings and/or contents insurance, not exceeding twelve months
12. **CONTENTS** means up to £50 each **Event** in respect of any foodstuffs which have perished

13. **TERRITORIAL LIMITS** means The United Kingdom, the Isle of Man and the Channel Islands

14. **AGENT** means the intermediary to whom **You** paid the premium

15. **COVERHOLDER** means General Legal Protection Limited who administers this insurance and handles claims under this insurance on **Our** behalf

### WHAT YOU ARE COVERED FOR

#### SECTION 1 - APPLIANCES

The **Failure or Breakdown** resulting in repair of **Your**: -

- Cooking system including any gas or electric appliance and microwave oven
  - Television
  - Video player
  - DVD player
  - Hi-fi system
  - Fridge/freezer
  - Washing machine
  - Tumble dryer
  - Dishwasher
- normally used in **Your Home**, including the **Contents** of **Your** fridge or freezer up to a maximum value of £50

#### SECTION 2 - UTILITIES

The **Failure or Breakdown** resulting in repair of **Your Home's**: -

- Internal and external plumbing and drainage system
  - Internal Electricity System
  - Central heating system and boiler
  - Door and window locks
- including the cost of alternative **Overnight Accommodation** for **You** up to a maximum value of £250 in the **Event** of **Your Home** being considered by **Us** to be uninhabitable as a result of an **Event** arising in this section.

### WHERE ITEMS ARE IRREPARABLE OR BEYOND ECONOMICAL REPAIR

Where any repair of the **Equipment** listed in Section 1 – Appliances, or for boilers covered in Section 2 – Utilities is deemed irreparable or uneconomical to repair, either by **Us** or by the **Appointed Contractor**, **We** will offer to supply a replacement and using the table below, **We** will pay **You** up to a maximum of £200, including any call out fee, calculated as follows: -

Age of Irreparable <b>Equipment</b>	<b>We</b> will pay
Under 3 years	Up to 75% of Retail Price*
Over 3 years and under 5 years	Up to 50% of Retail Price*
Over 5 years and under 8 years	Up to 25% of Retail Price*
Over 8 years	Nil

\*Retail Price being the current retail price. If **Equipment** no longer available, the price of a like for like specification item will be used.

### WHAT YOU ARE NOT COVERED FOR

- 1) Any **Failure or Breakdown** which occurred prior to the purchase of this policy or outside the **Period of Insurance**
- 2) Any **Event** reported to **Us** more than three months after it occurred
- 3) Any **Repair Costs** incurred before **We** agree to accept **Your** claim
- 4) Any **Repair Costs** over and above £200 where the estimated cost of repair exceeds £200. **You** must pay any amount which exceeds that sum.
- 5) Any **Repair Costs** to any **Equipment** falling within SECTION 1 – APPLIANCES which is 8 years old and over
- 6) Any **Repair Costs** not carried out by **Our Appointed Contractor**
- 7) More than 3 claims in any **Period of Insurance**
- 8) The cost of **Overnight Accommodation** exceeding one night
- 9) The costs covered by any manufacturer's, supplier's or repairer's guarantee or warranty
- 10) The **Equipment** being recalled by the manufacturer
- 11) The cost of modifying the **Equipment**
- 12) Any claims arising from **Your** failure to follow the manufacturer's instructions including improper installation
- 13) Any claim if **Your Equipment** is used for commercial purposes
- 14) Any theft, attempted theft, malicious damage or damage caused by fire or explosion
- 15) Any claims arising from floods, lightning, storms, frost or other bad weather conditions
- 16) Any claims arising from any problem with the supply of electricity, gas or water
- 17) Any safety checks and routine maintenance, cleaning and servicing
- 18) Any repairs carried out outside the **Territorial Limits**
- 19) Any costs arising from not being able to use the **Equipment** or from damage caused when the **Equipment** breaks down

- 20) Any cosmetic damage such as damage to paintwork or dents or scratches to the **Equipment**
- 21) Any water pressure adjustments on sealed systems, except those connected with a repair which is covered under this policy
- 22) Any fuel lines to the boiler and the flue systems from the boiler
- 23) Any hot water cylinders that hold more than 40 gallons or 182 litres
- 24) Any unvented pressurised cylinders
- 25) Any boilers exceeding 200,000 BTU/HR 58.6KW input
- 26) Any cost of replacing any of the following items or accessories that are perishable or intended to be replaceable; fuses, batteries, light bulbs, rubber seals, fluorescent tubes and related starters, filters, hoses, attachments, cables, plugs, light covers or rain covers
- 27) Any costs due to rust, corrosion or water damage
- 28) Any accidental damage
- 29) The replacement of any item that wears out over a period of time
- 30) The costs arising from difficulties in getting to, and thereafter making good, the **Equipment** to include pipe work and electricity cables under floorboards or contained in the fabric of the building
- 31) In respect of cooking **Equipment**, **We** will not cover ceramic or glass surfaces and oven liners, and cookers exceeding 70 cm wide or 60cm deep.
- 32) In respect of audio / visual **Equipment**, **We** will not cover satellite or digital receivers or dishes, plasma and rear projection televisions, tuning, styli, cartridges or games and computer consoles
- 33) Any dispute arising from or involving:-
- Ionising radiations or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - The radioactive toxic explosive or other hazardous properties of any nuclear assembly or nuclear component thereof
  - Riot, civil commotion, war, invasion, acts of foreign enemy, hostilities, (whether war is declared or not) civil war, rebellion, revolution, insurrection or usurped power or confiscation or nationalisation or requisition of or damage to property by or under the order of any government
- 34) Any fraudulent claim or deliberate or criminal act
- 35) Any matter in respect of which the **Insured Person** is, or would but for the existence of this policy be entitled to indemnity under any other policy or certificate of insurance.

#### CONDITIONS

- 1) **You** will keep to the terms and conditions of this policy.
- 2) At **Our** discretion, **We** may
- Offer **You** the opportunity to nominate the contractor **You** wish to be appointed. **We** may accept **Your** nomination, and **We** will instruct the contractor under the terms of this policy
  - Authorise an **Appointed Contractor** for **You** to pay that contractor direct and submit the receipted invoice to **Us** for reimbursement.
  - Take over, conduct, defend or settle any claim and take proceedings, at **Our** own expense and for **Our** own benefit to recover any payment **We** have made under this policy. **We** will take this action in the **Insured Person's** name or in the name of anyone else covered by this insurance. The **Insured Person** or the person whose name **We** use must co-operate with **Us** on any matter which affects this policy.
  - Deem the **Equipment** to be irreparable or beyond economical repair without instructing an Approved Contractor, and pay **You** the equivalent cash sum to replace the **Equipment** as new in accordance with the contribution scale shown in What **You** Are Covered For. Where **We** exercise this right, **we** may ask **You** to send the damaged or broken **Equipment** to **Us** prior to settlement of the claim. Any cash settlement will be in full and final settlement of the claim.
  - Instruct an **Appointed Contractor** to determine whether **You** have a valid claim. If there is no **Failure or Breakdown** covered by this policy, **You** will be liable for any call out fee incurred.
- 3) **You** will provide either a purchase receipt or the make, model and serial number for the **Equipment** claimed for to enable **Us** to determine its age. Where no purchase receipt can be provided or where the **Equipment** cannot be aged by its make, model and serial number, **You** will provide other evidence as to its age. In the absence of **You** being unable to provide such other evidence, **We** will be entitled to refuse your claim
- 4) **You** will co-operate with the **Appointed Contractor**
- 5) CANCELLATION
- This policy has a cooling off period of 14 days from the time **You** receive this information. If **You** do not wish to continue with this insurance, the policy will be regarded as not taken up and cancelled from inception, and **You** will be refunded any monies paid to **Us** in respect of premium provided no claims have been made.
  - If the policy is cancelled after the cooling off period there will be no refund of premium
  - We** may cancel this policy at any time by giving thirty days notice to the **Agent**. **We** may also exclude an individual **Insured Person** from cover at any time by sending fourteen days notice to the **Agent**. In the **Event** of cancellation the **Insured Person** shall be entitled to a return of a proportionate part of the premium corresponding to the unexpired **Period of Insurance**. Such cancellation shall not prejudice the rights of the **Insured Person** in respect of any claim notified prior to the date of cancellation.
  - You** will maintain **Your** appliances in keeping with manufacturers' recommendations. **You** will also ensure that the central heating system is serviced annually and the internal electricity system is serviced every 10 years, and when requested **You** will provide proof that these service requirements have been met.

7) Unless **We** have agreed otherwise with **You**, English law will apply to this insurance.

#### 8) COMPLAINTS PROCEDURE

**We** always aim to provide a first class service. However, if **You** have any complaint, in the first instance please notify the **Coverholder** at:

Managing Director, General Legal Protection Ltd, Kings House, King Street, York, YO1 9WP. Tel: 01904 683300, Fax: 01904 656950.

The **Coverholder** will contact **You** within five days of receiving your complaint to inform **You** of what action is being taken. **The Coverholder** will try to resolve the problem and give **You** an answer within four weeks. If it will take longer than four weeks the **Coverholder** will tell **You** when **You** can expect an answer. If the matter is not resolved to **Your** satisfaction please write to:

The Customer Relations Officer, Brit Insurance Limited, 55 Bishopsgate, London, EC2N 3AS. Telephone 0207 984 8800

If **Your** complaint remains unresolved, **You** may request that the Financial Ombudsman Service review the case provided that the complaint falls within its jurisdiction. The Financial Ombudsman Service can normally deal with complaints from private individuals and small businesses with an annual turnover of less than £1 million (for a group of companies, this means a group annual turnover of less than £1 million). The Financial Ombudsman Service can also help with complaints from charities with an annual income of less than £1 million, and from trusts with a net asset value of less than £1 million. The address is:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends upon the type of business and circumstances of the claim. Further information is available from the Financial Services Authority or the FSCS. The FSCS can be visited on the internet at [www.fscs.org.uk](http://www.fscs.org.uk) or contacted on 020 7892 7300

**You** can check the above details on the Financial Services Authority Register by visiting the FSA website: [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234

If **You** take any of the action mentioned above it will not affect **Your** right to take legal action.

#### 9). Data Protection Act 1998

It is agreed by **You** that any information provided to **Us** regarding the **Insured Person** will be processed by **Us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.




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Brit Insurance Limited underwrite these policies that General Legal Protection Limited administer on their behalf

Both companies are authorised and regulated by the Financial Services Authority.

SKRPAD/SEP07/POLICY