



You should keep this Policy Document in a safe place.

Welcome to SilverKnight Rescue

For Assistance in the UK call Our Emergency Centre on

0844 324 5692

and quote this policy number

SKRS709010PLMT

Please refer to SECTION 10: REQUESTING ASSISTANCE

This is a legally binding contract of insurance between You (the **Policyholder**) 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 anyone else's permission by giving fourteen days notice to You. We agree to cover the person named by Your Agent under the terms and conditions of this policy, as long as the premium has been paid.

MEANING OF WORDS

The following definitions apply to this policy where the word appears in bold text:

WE, OUR, US means AmTrust Europe Limited, the insurer of this policy
AGENT means the intermediary from whom You have purchased this insurance
COVERHOLDER means General Legal Protection Limited who administers this insurance and handles claims under this insurance on Our behalf
POLICYHOLDER, YOU or **YOUR** means The person advised to Us as the owner of the **Insured Vehicle**.
INSURED PERSON (S) means the **Policyholder** whilst an occupant/driver of the **Insured Vehicle**, and/or any other authorised driver/occupant/ pillion of the **Insured Vehicle**.
INSURED VEHICLE means the make, model and registration number of the motor vehicle/motorcycle declared to Us at inception of this insurance by Your Agent and normally kept at the **Policyholder's** home address which is a private motor vehicle or motorcycle including any sidecar or trailers of proprietary make or caravan or light van or trailer caravan owned by the **Policyholder** not used by You for hire or reward; registered in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; in good roadworthy condition; maintained and operated in accordance with manufacturers recommendations; each not exceeding (including any load carried) the following Gross Vehicle Weight and dimensions: 3500kg, length 7m, height 3m, width 2.25m.
GEOGRAPHICAL LIMITS means The United Kingdom, the Isle of Man and the Channel Islands.
INSURED INCIDENT means Mechanical breakdown, accident, vandalism, fire, theft or attempted theft, flat battery, loss or breakage of keys, lack of fuel or accidental damage to tyres, occurring within the **Geographical Limits** during the **Period of Insurance**.
PERIOD OF INSURANCE means the period shown in the **Period of Cover** above, which commences either at the start of the underlying motor insurance or at the expiry of the previous breakdown policy. This period will not exceed the 12 months from commencement.

SECTION 1(A): ROADSIDE ASSISTANCE

If the **Insured Vehicle** is immobilised or rendered unroadworthy at the roadside as a result of an **Insured Incident**, We will arrange for roadside assistance and if necessary towing to a suitable repairer.

SECTION 1(B): HOMESTART

If the **Insured Vehicle** is immobilised or rendered unroadworthy at Your home address as a result of an **Insured Incident**, We will arrange for assistance at Your home address and if necessary towing to a suitable repairer.

Specific Exclusions applying to Section 1

What is not covered:

- a) Labour charges in excess of one hour.
- b) The cost of replacement parts or other materials used in the repair. You will be responsible for paying these costs directly to the repairer.
- c) **Insured Incidents** occurring outside the **Geographical Limits**.

SECTION 2: MESSAGE RELAYS

If We have been contacted in connection with an **Insured Incident** occurring away from Your home address, We will relay up to 2 telephone messages within the United Kingdom to Your family members, friends or business associates to advise of unforeseen travel delays.

SECTION 3: VEHICLE RECOVERY / ONWARD TRANSPORTATION

In the event of loss of use of the **Insured Vehicle** caused by an **Insured Incident**, and it is apparent repairs cannot be effected by the end of the working day in which the **Insured Incident** occurred, then provided Our services were requested at the time of the **Insured Incident**: EITHER

3.1. We will arrange and pay for transport of the **Insured Person(s)**, and if appropriate, the **Insured Vehicle**, and in any event, the method of recovery will be at Our discretion:

3.1.1. to Your home address

OR

3.1.2. to the original destination within the **Geographical Limits** OR

3.1.3. to a repairer in the vicinity of either of the above locations

OR

3.2. If the **Insured Vehicle** is not transported within the terms of Section 3.1, and repairs are effected locally, if necessary We will arrange and pay reasonable costs for the following benefits:

EITHER

3.2.1. The reasonable cost of an equivalent self-drive vehicle, where available, for up to 24 hours to either continue the journey or return home within the **Geographical Limits**. We will pay for rental charges, insurance and any necessary drop-off charge, but You remain responsible for the cost of any fuel used.

OR

3.2.2. The reasonable cost of onward travel to the agreed destination by public transport for the **Insured Person(s)** within the **Geographical Limits**. The means of such transport shall be at Our discretion.

OR

3.2.3. The reasonable cost of providing necessary bed and breakfast overnight accommodation for the **Insured Person(s)** in a local hotel whilst awaiting repairs, when the **Insured Incident** has occurred at a late hour more than 25 miles from the **Policyholder's** home address notified to Us by Our recovery operator.

Specific Exclusions applying to Section 3

What is not covered:

- a) Any costs which would have been incurred in the course of a journey if the incident giving such rise to a claim had not occurred.
- b) We will not be responsible for any damage to or theft of objects or accessories which are left in or outside any **Insured Vehicle**.
- c) The cost of replacement parts or other materials used in the repair. You will be responsible for paying these costs directly to the repairer.

SECTION 4: UK MEDICAL RECOVERIES

The provision of car or private ambulance as appropriate to transfer You, hospitalised away from Your home, to a hospital near Your home. Provision of a chauffeur to bring the **Insured Vehicle** to Your home if You become ill. You will be responsible for Insurance cover and fuel costs. Confirmation of Your medical condition will be required by a medical practitioner.

Specific Exclusions applying to Section 4

What is not covered:

- a) We will not provide this cover whilst the **Policyholder** is travelling between home and his/her regular place of work
- b) Claims costs over £2,500

SECTION 5: FREE ROUTE MAPS FOR UK & EUROPE

For Your free route maps anywhere in the UK, please call the Helpline on 01904 683300 and quote Your name, address, policy number and agent details. You are entitled to 4 routes during the **Period of Insurance**.

SECTION 6: GENERAL EXCLUSIONS

No cover shall apply in respect of:

- 6.1. The first 5 days of the first **Period of Insurance**.
- 6.2. Vehicles which have not been maintained and operated in accordance with the manufacturers recommendations; a previous inadequate repair; unsuccessful D.I.Y dismantling and/or reassembly; any recurring claim due to the same cause, where action has not been taken to correct the fault.
- 6.3. Vehicles which the **Policyholder** has not repaired even though We have told the **Policyholder** to get it repaired. If the **Policyholder** fails to repair the **Insured Vehicle**, We will not provide any part of Our service the next time the **Insured Vehicle** breaks down.
- 6.4. Garages, recovery operators or emergency services carrying out work that We have not agreed to.
- 6.5. Vehicles being used for hire or reward, or for motor rallies, speed or duration tests, or practicing such events.
- 6.6. The provision of service to **Insured Vehicles** stranded by floods, snow, sand or mud.
- 6.7. Vehicles not in a roadworthy condition at the time cover is effected.
- 6.8. Vehicles not holding a valid MOT certificate.
- 6.9. Any breakdown if We think the **Insured Vehicle** is dangerous or illegal to repair or transport.
- 6.10. Any wilful act of an **Insured Person**.
- 6.11. Claims arising from loss or damage to contents of the **Insured Vehicle**.
- 6.12. Any claim resulting from war, invasion, act of foreign enemy, hostilities (whether war may be declared or not), terrorist activity, civil war, rebellion, revolution, insurrection, military or usurped power, or taking part in civil commotion or riot of any kind.
- 6.13. Loss or destruction or damage, or any loss or expenses whatsoever resulting from:
 - 6.13.1. Ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel.
 - 6.13.2. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 6.14. Any expense which at the time of incurring such expense is insured by or would but for the existence of this policy be insured by any other existing policy or policies or under any motoring organisation's service or other service.

- 6.15. Any loss or damage or expense or liability howsoever occurring unless specifically stated as being insured under this policy.
- 6.16. Consequential loss of any kind arising from the provision of, or delay in providing, the services to which this policy relates.
- 6.17. Any ferry and toll fees and/or any storage, release or police fees.
- 6.18. The collection of the **Insured Vehicle** from the garage after **We** have taken it there.
- 6.19. Any claim occurring while the **Insured Vehicle** is towing or carrying more weight/persons than for which it is designed as stated in the manufacturer's specifications, or in any event carrying more than 8 persons unless previously approved by **Us** and any additional premium paid.
- 6.20. Any person who drives the **Insured Vehicle** who does not hold a valid driving licence issued by a competent Authority.
- 6.21. More than:-
- 6.21.1. 2 claims of any one type during any one **Period of Insurance**, OR
- 6.21.2. 4 claims in total during any one **Period of Insurance**
- 6.22. Any costs arising from the failure of the **Insured Person** to comply with **Our** requests or those of the representative appointed by **Us** to assist **You**.
- 6.23. The cost of recovery of the **Insured Vehicle** to more than one location in respect of any one **Insured Incident**.

SECTION 7: GENERAL CONDITIONS

- 7.1. The **Policyholder** shall take all ordinary and reasonable precautions to prevent or minimise any loss, damage or breakdown covered under this Certificate;
- 7.1.1. The **Policyholder** shall take all steps necessary to expedite the completion of repairs;
- 7.1.2. The **Policyholder** shall not abandon the **Insured Vehicle** or any parts thereof to **Us** without authorisation.
- 7.2. **We** will not accept liability for expenses incurred without prior knowledge or consent and the Emergency Centre must be contacted immediately when an incident arises that may be the subject of the claim.
- 7.3. **You** must comply in full with all the terms and conditions of this policy before a claim will be paid. **You** must make no admission offer, promise or payment without prior consent. In order to benefit from the cover, an **Insured Person** other than the **Policyholder** must agree to abide by all the relevant terms, conditions and exclusions of this policy.
- 7.4 **We** may at **Our** own expense take proceedings in **Your** name to recover compensation or secure an indemnity from any third party in respect of any expenses paid under this policy and any amount so recovered or secured shall belong to **Us**.
- 7.5 If any fraudulent claim is made or if any fraudulent means or devices are used to obtain benefits under the insurance, this policy shall become void and the premium paid shall be forfeited. Any benefits so claimed and received must be re-paid to **Us**.
- 7.6 **You** will be required to reimburse **Us**, within seven days of **Our** request to **You**, any costs or expenses **We** have paid out on **Your** behalf which are not covered under the terms of the insurance.
- 7.7 A garage or specialist undertaking repair work on **Your** instructions and which is not specifically covered under the insurance will be acting as **Your** representative for such repair work.
- 7.8 Service will be provided only to the **Insured Vehicle** (together with any trailer) declared to **Us** or a vehicle that has been notified to **Us** by the **Agent** as being the permanent substitute for the original **Insured Vehicle**. The **Policyholder** should therefore ensure that such notification is made immediately when a substitution occurs to avoid service being withheld.

SECTION 8: CANCELLATION PROVISIONS

- 8.1 Cancellation
- a) 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.
- b) If the policy is cancelled after the cooling off period, there will be no refund of premium
- c) **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.

SECTION 9: 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 **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 about compensation scheme arrangements is available from the FSCS at: Financial Services Compensation Scheme, 7th Floor Lloyds Chambers, Portoken Street, London E1 8BN Tel: 020 7892 7300 Fax: 020 7892 7301 E-mail: enquiries@fscs.org.uk

You can check the above details on the Financial Services Authority Register by visiting the FSA website: 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.

SECTION 10: REQUESTING ASSISTANCE

IN AN EMERGENCY, FIRST CHECK THE CIRCUMSTANCES ARE COVERED BY THIS POLICY. HAVING DONE THIS TELEPHONE **OUR** EMERGENCY CENTRE STATING **YOUR** NAME, POLICY NUMBER, AND AGENT NAME AND ADDRESS. ON MOTORWAYS USE THE NEAREST EMERGENCY TELEPHONE AND PROVIDE THE POLICE WITH **OUR** VEHICLE ASSISTANCE EMERGENCY NUMBER AND **YOUR** POLICY DETAILS. REMEMBER, TO COMPLY WITH THE POLICY TERMS AND CONDITIONS YOU MUST CONTACT **US** BEFORE INCURRING ANY EXPENSES IN ORDER TO OBTAIN **OUR** PRIOR AUTHORISATION.

SECTION 11: 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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AmTrust Europe Limited underwrite these policies that General Legal Protection Limited administer on their behalf

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

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