

## Part P Warranty Policy

**Your Warranty Insurance for Electrical Installation Work performed and certified by an Approved Contractor in England or Wales in accordance with Part P of the Building Regulations.**

### Introduction

This Warranty Policy describes the warranty insurance cover provided by **Us** in respect of Electrical Installation Work performed and certified by an **Approved Contractor** in accordance with the Building Regulations 2000 (as amended). This is an important legal document. Please keep it in a safe place.

The Warranty Certificate and the Warranty Policy shall be read as if they are one document. Certain words in this Warranty Policy and in the Warranty Certificate have special meanings and have been printed in bold type; the meanings of these words are explained in the Definitions Section. In no circumstance may any aspect of the cover provided by this Warranty be varied without **Our** express written agreement.

**We** strongly recommend that **You** read this Warranty Policy and the Warranty Certificate. If **You** are not clear about any of the information please telephone **Our** help desk on 0845 8801050.

**Your** rights under the Part P Warranty are in addition to any rights **You** may have against the **Approved Contractor**.

### Your Right to Cancel

If **You** decide that **You** wish to cancel **Your** Part P Warranty, return it within 14 days starting from the date **You** receive the policy documents and, provided no claims have been made, **We** will refund the premium.

To cancel please write to Customer Services (Part P), ECIC, ECA Court, 24 South Park, Sevenoaks, Kent, TN13 1DU. All Part P Warranty Policy documentation must be returned to **Us** with the cancellation request.

**You** may also cancel **Your** Part P Warranty at any time after this period however; no refund of premium will be paid.

### Basis of Cover

If the **Work** performed and certified by the **Approved Contractor** under their Contract fails to comply with the **Relevant Standards** **We** will indemnify **You** against the cost of rectifying such **Work** to the **Relevant Standards**.

Provided that no claim shall be effective unless and until **We** are satisfied that **You** have given the **Approved Contractor** a reasonable opportunity to rectify any alleged failure to comply with the **Relevant Standards**.

### Financial Limit

The most **We** will pay for all claims arising from any one **Contract** is the **Contract Value** up to a maximum of £30,000.

### Period of Cover

For a claim to be valid **You** must notify **Us** within the Warranty Period specified on the Warranty Certificate.

## Exclusions

**We** shall not be liable for

1. any **Contract** where the **Contract Value** exceeds the Contract Value Limit specified on the Warranty Certificate.
2. any failure to comply with the **Relevant Standards** caused by the unreasonable withholding of money due under the **Contract**.
3. any reduction in value or loss of enjoyment, use, income or opportunity, inconvenience, distress or any other consequential or economic loss except as specifically provided for in this Warranty.
4. any claim arising from any alteration, modification or addition to the **Work** after **Practical Completion** other than in respect of rectification or maintenance work performed by the **Approved Contractor**.
5. wear and tear or deterioration caused by neglect or failure to carry out normal or specific maintenance.
6. any professional fees except those reasonably incurred with **Our** specific written consent.
7. any failure to comply with the **Relevant Standards**:
  - a. where this Warranty was effected more than 60 days after **Practical Completion**, or
  - b. which was known to **You** at the time this Warranty was effected, or
  - c. which resulted in a reduction in the purchase price paid for the dwelling by any successor in title.
8. damage to or the failure or breakdown of the **Work** or any element therefore unless such damage failure or breakdown is directly and solely attributable to the failure of the **Work** to Comply with **Relevant Standards**.

## Claims Conditions

1. After notifying a claim **You** must supply such supporting information as **We** may reasonably require.
2. A valid claim will be dealt with as follows:
  - a. **We** will appoint a consultant to inspect and make a written report on the **Work**. **You** must afford every reasonable facility for this, and shall be entitled to a copy of the report.
  - b. If in the consultant's opinion any of the **Work** fails to meet **Relevant Standards**, **We** will at **Our** option arrange for it to be rectified either by the **Approved Contractor** or any other competent contractor. **You** must allow reasonable access for this purpose. Alternatively, at **Our** discretion **We** may elect to pay **You** a cash sum to discharge **Our** liability under this Warranty.
3. **Our** liability in respect of any rectification work carried out under this Warranty will expire at the end of the Warranty Period applicable to the original **Work**.

## General Conditions

1. **You** must credit **Us** with any sums that **You** can recover or lawfully retain from the **Approved Contractor**. If **We** so require **You** must assign to **Us** any rights of recovery against any party in relation to the **Work** to the extent of the Indemnity provided hereunder.
2. **We** shall not be liable under this Warranty if **You** are entitled or would but for the existence of this Warranty be entitled to an indemnity under any other warranty, guarantee or insurance except to the extent of any excess beyond the amount payable under such other warranty, guarantee or insurance had this warranty not been effected.
3. This Warranty shall be governed, interpreted and construed in all respects according to the Law of England and Wales.
4. Any dispute or difference arising under, or in respect of the interpretation or effect of this Warranty shall be referred under the Arbitration Acts to an Arbitrator either agreed between **You** and **Us**, or if not so agreed within 14 days, appointed on the application of either party by the President of the Chartered Institute of Arbitrators.

## Definitions

### Approved Contractor

An electrical contractor registered with ELECSA Certification Limited as a Competent Person under Part P of The Building Regulations 2000 (as amended).

## **Contract**

The contract, sub contract or sub-sub-contract with the **Approved Contractor** for the **Work**. The **Contract** must be evidenced in writing.

## **Contract Value**

The original agreed price for the **Work** (including Valued Added Tax) to be performed under the **Contract** including any agreed and evidenced variations thereto.

## **Practical Completion**

The practical completion of the **Work**, or when the **Contract** has no provision for practical completion it is the completion or terminal date of the **Work**.

## **Relevant Standards**

Standards of

1. materials, only where the **Approved Contractor** is responsible for their specification, selection or approval
2. workmanship or professional practice

being or equivalent to those recommended or required by

Approved Document P ("Part P") and/or  
Regulations 4 and 7

of The Building Regulations 2000 (as amended) at the time of entering the Contract.

## **We / Our / Us**

The Electrical Contractors' Insurance Company Limited.

## **Work**

A fixed electrical installation at the dwelling described in the Warranty Certificate, including associated activities and the materials to be incorporated therein, performed and certified under the **Contract** by the **Approved Contractor**.

## **You / Your**

The owner of the premises at which the Work is situated described as "The Insured" on the Warranty Certificate and their successors in title.

## **Important Information**

### **Complaints Procedure**

**We** are committed to maintaining a high standard of professional conduct in all **Our** dealings with customers.

However if **You** feel that **Your** Warranty arrangements have not been handled in the manner in which **You** would expect and wish to make a complaint, please contact the Manager of the department you have been dealing with. **We** will ensure that the matter receives immediate attention. **You** will be sent a copy of **Our** Complaints Handling Procedure.

If **You** feel that the matter has not been settled to **Your** satisfaction **You** may write to the Managing Director, ECIC, ECA Court, 24 South Park, Sevenoaks, Kent, TN13 1DU.

If **You** are not satisfied with **Our** investigation and conclusion of **Your** complaint or eight weeks have passed since initially making **Your** complaint **You** may refer the matter to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

### **The Financial Services Compensation Scheme ("FSCS")**

We are covered by the FSCS. You may be entitled to compensation from the scheme if We cannot meet Our obligations. This depends on the type of business and the circumstances of the claim.

Effecting and carrying out contracts of insurance is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS.

## Part P Warranty Certificate

To be read in conjunction with Your Part P Warranty Policy

**Warranty Policy No:** 00000000000000000000**SPECIMEN DOC ONLY**

**The Insured:** **SPECIMEN DOC ONLY**

Ad1

Ad2

Ad3

Ad4

PC

**Total Premium:** £**SPECIMEN DOC ONLY**  
This includes Insurance Premium Tax at 5%

**Warranty Period:** 6 years commencing from the date of **Practical Completion**

**Installation Address:** **ISPECIMEN DOC ONLY**

IAd2

IAd3

IAd4

IPC

**Approved Contractor:** Approved Contractor Name

**Contract Value:** £**SPECIMEN DOC ONLY**  
(Incl. VAT)

**Date of Practical Completion:** Date

**Date Warranty Effected:** Date

**Date Warranty Issued:** Date:

Signed for and on behalf of Electrical Contractors' Insurance Company Limited:



W R Adamson  
Managing Director