# Simply Online+BoilerCare



# IMPORTANT INFORMATION (KEY TERMS)

We've tried to summarise what we believe to be the key terms, but they're all important and you may have a different view of what is most significant to you. That's why it's important you read our full terms and conditions and let us know if you have any questions. We'll send updated copies at least once every 12 months, but you can ask for a copy at any time by contacting us on 0333 200 5100 or going to edfenergy.com/tariff-info. Your full Insurance Policy documents will be sent to you by the Provider separately.

#### **CHARGES**

Your energy prices and the date your tariff ends are set out in your Tariff Information Label. These won't change until the date your Simply Online+BoilerCare tariff ends or your payment type changes. You can end this contract at any time by giving us notice. However, you may need to pay an exit fee of £30 per fuel if this contract is ended more than three months before its end date – either by us in accordance with these terms, or by you leaving the tariff, changing supplier or moving home without taking the tariff with you.

If you don't pay in line with your payment method your contract may end or change. This could result in a change to your payment method or charges (or both). You'll get at least seven working days' notice of this. If we make any other change which is to your disadvantage, we'll tell you and give you the chance to change supplier. We'll explain what you need to do and when, at the time. You are ultimately responsible for any charges incurred in accordance with these terms.

#### **DIRECT DEBIT AND PAYMENT METHOD**

As you pay for your energy by Direct Debit, we need to agree the fixed amount you need to pay at first to cover your yearly energy costs. We'll then review this amount every 12 months. We might carry out more frequent reviews, but this isn't guaranteed. Unless we decide that it's necessary to do so, we won't alter your Direct Debit at the point you make any extra 'one-off' payments or when you change your tariff, but at each review we will take account of one-off payments you have made and changes to your tariff rate.

We review your Direct Debit payments in line with our Direct Debit rules, which form part of these terms. You can find them at **edfenergy.com/directdebitrules**.

#### **PAY AS YOU GO RULES**

Pay as you go is a quick and easy way to pay for your energy and the smart way to budget and keep track of your energy and is exclusive to customers with a smart meter. Pay on the app, online, in-store or over the phone. If you choose pay as you go as your payment method, this will operate in accordance with our 'Pay As You Go Explained' leaflet, which is available at edfenergy.com/paygpolicy. Pay as you go contains additional functionality including auto top up and low balance alert. For more information on how these functions work please visit

#### edfenergy.com/paygpolicy

#### SIMPLY ONLINE+BOILERCARE

To benefit from the Simply Online+BoilerCare tariff you agree to receive both gas and electricity from us and pay for your energy your energy and insurance premiums by Direct Debit.

We cannot offer any advice about the insurance package and you will need to decide for yourself whether or not it meets your needs. If you already have boiler breakdown cover you should compare benefits before signing up to this offer. The Principal Terms of the insurance cover are:

To be eligible for the 50% off Boilercare insurance:

 You agree to taking out an annual BoilerCare cover policy with our insurance partner Intana for which you will get 50% off the usual cost of Boilercare insurance (Usual cost: £9 per month, £108 per annum. With 50% off: £4.50 per month, £54 per annum).

- 2. You will need to have consented for us to send your bank details to Intana to set up a Direct Debit to enable payments of the insurance cover premium at £4.50 per month for the first year of cover. Intana is the trading name of Collinson Insurance Services Ltd. Payments will show on your bank statement as "Collinson Insurance Services Ltd" or "CISL".
- Confirmation of the BoilerCare cover start date will be sent with the policy documents.
- The policy covers the failure/breakdown of your standard domestic mains gas boiler, standard radiators, controls and thermostats.
- It provides cover for up to 3 claims a year, and a maximum of £500 per claim.
   If you need to claim, you will have to pay the first £50 of each claim.
- With BoilerCare cover, it doesn't matter how old your boiler is, as long as it is in good working order, has had a regular service and spare parts are still available.
- The policy is underwritten by Great Lakes Insurance SE, UK Branch and administered by our insurance provider Collinson Insurance Services Ltd, trading as Intana.
- Your insurance documents will be sent to you by email in accordance with the tariff Terms and Conditions. If you would prefer to receive a paper copy, please call Intana Customer Services on 01444 442667.

If you wish, you may also cancel the insurance policy at any time. Cancellation of your insurance policy will not affect your energy prices or energy tariff and no refunds will be made

Your consent for us to send your bank account details to Intana means that we will share your name, address, bank account number and sort code with Intana to set up a direct debit for you to pay £4.50 per month for the annual cover in the first year. A direct debit guarantee and Insurance Schedule to advise the payments of £4.50 per month will be sent to you from Intana, together with your policy documents. The insurance schedule will also advise the date that payments will be charged to your bank account. You may cancel the policy and payments within the 14 day cooling off period at that time. After the first year you'll be sent an insurance renewal reminder which will confirm the cost of the full monthly premiums in the second year of cover and you will be auto-renewed onto the cover unless you cancel the second year of cover within the 14 day cooling off period at that time.

There are other terms and conditions that apply to the insurance and these will be sent to you once your cover has been set up and can also be seen below within the policy terms and conditions attached to these Principal Terms. By signing up to this tariff you confirm you have read, understand and accept Intana's terms and conditions, including that your ability to access the insurance policy offered as part of this energy tariff is conditional upon meeting any eligibility criteria set out in Intana's terms and conditions.

You will receive your full insurance policy documents and certificate from Intana within 10 days of your confirmation to buy the Simply Online + BoilerCare tariff. If you haven't received your documents within this time-frame or if you have any questions relating to this, please call us on 0333 200 5100

Signing up to this tariff means you also agree to:

- Manage your account entirely online
- Provide a valid email address and register for MyAccount
- Receive your bills, account information and updates electronically
- If you do not have a smart meter you agree to have one fitted, or, if you decide you don't want one installed, you can opt out by letting us know
- Have both your electricity and gas supplied by EDF

# DIRECT DEBIT RULES

Direct Debit is an easy way to pay for your energy and helps you budget for your bills. It's good value too – because you'll benefit from a lower unit rate for your energy.

#### **BUDGET DIRECT DEBIT**

To pay using our Budget Direct Debit plan we first need to agree a fixed amount to cover your energy costs.

#### HOW WE CALCULATE YOUR DIRECT DEBIT

We estimate how much we think you'll spend on your energy over the coming year based on information we have in our records, such as your previous energy usage and your type of property. When it's time for your Direct Debit review, we also take into account any balance on your account. We then divide this annual cost into 12 monthly payments, which are spread equally across the year. This means that you won't end up paying more in winter or less in summer – just the same amount all year round.

#### HOW BUDGET DIRECT DEBIT REVIEWS WORK

We review your Direct Debit every 12 months. We might carry out more frequent reviews, for example if we receive a meter reading, but this isn't guaranteed. Unless we decide that it's necessary to do so, we won't alter the amount you pay by Direct Debit at the time you make any extra 'one-off' payments or when you change your tariff, but at each review we will take account of one-off payments you have made and changes to your tariff rate.

#### WHY YOUR DIRECT DEBIT AMOUNT MIGHT CHANGE

After we've completed the annual review, if your Direct Debit needs to increase or reduce to cover your estimated annual energy cost, we'll let you know and make the necessary changes. To avoid your agreed payments changing too often, we'll only alter them between annual Direct Debit reviews if we think your payments need to change by more than 10% to cover your total energy costs for the year. Latest details can be found at edfenergy.com/directdebit

#### HOW ANY DEBIT OR CREDIT IS BALANCED OUT

Once we've completed your review, if we have an up to date meter reading and we find your account is in credit or in debit, we'll usually update your monthly payment amount to spread the balance across the following 12 payments. In exceptional circumstances we may collect the full debit amount you owe from your bank account. In these cases we'll try to get in touch at least 12 working days beforehand.

# IF YOU WANT TO PAY YOUR AMOUNT IN FULL DIRECT DEBIT WHOLE AMOUNT EVERY MONTH OR EVERY THREE MONTHS – HOW IT WORKS

• Every month/three months you'll get a reminder from us asking you to read your meter or pay your regular payment amount.

- If you give a valid meter reading by the date we ask you to, we'll use this to send you a bill for the amount we'll collect from your account for that month or three months. So you can be sure you're paying for your actual use.
- We'll also check your regular payment amount to make sure it's set correctly and that you're paying for what you use.
- If you don't give us a reading, we'll ask you to pay a 'regular payment amount' which
  we work out by calculating how much energy we expect you to use in a year and
  dividing this into 12 equal payments. We look at any meter readings you've sent us or
  we've taken for you if a meter reader visits your property for example. If you have
  less than two meter readings for your account, we will look at the size of your home
  and how you use your energy to make sure you're paying the right amount.
- If you change your tariff, we'll check that your regular payment amount is set correctly.
- If you don't send us a meter reading, we'll collect the amount shown on the regular payment amount.
- You can give us meter readings online through MyAccount or the EDF app, any time you like.

# TERMS AND CONDITIONS

#### **DEFINITIONS**

'charges' – our charges for supplying energy, including any Green Deal charges which apply.

If you don't pay as agreed, your charges may change Please see clauses 4.2, 4.3 and 4.4 for details.

'distributor' – the companies licensed to deliver energy to your premises.

**'end date'** – the date your tariff ends, which is shown in your Tariff Information Label.

**'energy'** – residential gas or electricity (or both) and all

**'exceptions'** – the conditions set out in Standard Licence Condition 14A.2 of our gas and electricity supply licence. For example, these include:

- if your previous supplier objects to transferring the supply;
- we don't have the information needed despite taking reasonable steps to get it; or
- the supply transfer is prevented by any other circumstance outside of our control where we've taken reasonable steps to deal with the problem.

'Green Deal charges' – the charges for energy-efficiency measures installed at your premises that we must collect through energy bills in line with the Government scheme known as 'Green Deal'.

**'metering equipment'** – the energy meter and other related devices, like key cards or in-home display devices.

**'payment method'** – payment by either direct debit, cash or cheque, pay as you go or any other method we determine.

**'premises'** – any part of any land, building or structure you've asked us to supply energy to.

**'registered supplier'** – the supplier registered with the local metering point administration service or metering point registration service who is responsible for supplying energy to your premises.

**'supply start date'** – for each fuel, the date from when we become the registered supplier for your premises.

**'supply transfer'** – transferring responsibility for supplying energy to your premises from another supplier to us, so we can become the registered supplier.

'we', 'us', 'our' – EDF Energy Customers Ltd, registered office: 90 Whitfield Street, London, W1T 4EZ, incorporated in England and Wales (Trading as EDF Energy).

**'Property'** – the house you live in and is used for domestic purposes only.

'Provider' – Collinson Insurance Services Limited trading as Intana, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN on behalf of the Insurer.

**'Insurer'** – Great Lakes Insurance SE, UK Branch. **'You'** – the policy holder and EDF customer.

**'Cover'** – Insurance as detailed in your policy document from the Provider.

**'Simply Online+BoilerCare'** - The tariff that you've agreed to be supplied on.

#### **Tariff Feature Terms**

The following terms (A-O) relate specifically to the BoilerCare cover included in the Simply Online+BoilerCare tariff for the annual policy provided by Intana.

- A. To be eligible for BoilerCare insurance cover, you must meet the following criteria;
- Be supplied with both gas and electricity on your Simply

Online+BoilerCare tariff.

- Be the homeowner and occupier of the supplied Property and responsible for paying the bills at that Property.
- Agree to pay all charges due under this contract by Direct Debit.
- You agree to taking out an annual BoilerCare cover policy with our insurance partner Intana for which you will get 50% off normal monthly rate for the first year.
- Agree to us sending your bank details to Intana to set up a direct debit to pay for the remaining 50% of the BoilerCare insurance cover.
- · Have a domestic boiler powered by mains gas.

If your eligibility criteria changes either by changing energy supplier, changing your energy tariff, moving home or any other eligibility change, your BoilerCare cover may be cancelled by Intana.

B. You will receive full details of your BoilerCare cover from Intana within 30 days once the switch to your new EDF tariff is complete. The cover will cost £4.50 per month in the first year which will need to be paid to Intana by Direct Debit. Intana is the trading name of Collinson Insurance Services Ltd. Payments will show on your bank statement as "Collinson Insurance Services Ltd" or "CISL". Shortly before the expiry of your annual policy, Intana will advise you of the automatic renewal of your policy and the price of the insurance cover for the second year. You may cancel the contract for heating cover within the 14 day cooling off period at this time.

C. You will receive your full insurance policy documents and certificate from Intana within 10 days of your confirmation to buy the Simply Online + BoilerCare tariff. D. You can end the tariff contract at any time by giving us notice. If you change energy supplier or tariff or change any other eligibility criteria, the insurance cover may be cancelled by Intana.

E. If you notify us prior to the tariff end date that you no longer live in the Property you may take your Simply Online+BoilerCare tariff to the new property. You will continue to be covered by the BoilerCare cover if you notify us of moving into your new Property within 30 days of your move in date. If you don't notify us within 30 days the provider may cancel the cover.

If you no longer meet the criteria for this tariff, the insurance cover may be cancelled and you will be notified in writing by Intana.

F. If you change supplier, change tariff or take any other actions which mean you cease to be eligible to be covered under this policy, we may cancel the BoilerCare insurance cover. Cancellation of your insurance policy will not affect your energy prices or energy tariff and no refunds will be made.

G. BoilerCare Cover provided includes repairs up to a maximum of £500 per claim with up to 3 claims permitted in any 12 month period. You will be responsible for the first £50 of any claim. Any questions or claims relating to your cover should be directed to Intana on 01444 442668. Full details can be found in your Policy document.

H. Cover includes your domestic boiler powered by mains gas, your central heating system, heating controls and thermostats. Full details of cover will be included within your policy document.

I. If you have boiler insurance for your heating system with another provider, please compare the benefits before signing up to BoilerCare.

J. If you are not satisfied with your insurance policy for any reason, you may cancel it within 14 days of taking it out or receiving your policy documents, whichever is the later. If you wish to cancel your policy please contact Intana Customer Services on 01444 442667. Cancellation of your insurance policy will not affect your Simply Online+BoilerCare tariff with EDF and will not result in any refund or reduction in cost in your tariff.

K. To pay for your BoilerCare cover you need to give us permission to share your name, address, bank account number and sort code with Intana to set up a direct debit for you. A direct debit guarantee and Insurance Schedule to advise the cover will be provided to show the insurance payments (£4.50 per month) and will be sent to you from Intana, together with your policy documents. The insurance schedule will also advise the date that payments will be charged to your bank account. After the first year you'll be sent an insurance renewal reminder. You can cancel the policy and payments within the 14 day cooling off period at that time.

L. If you choose not to allow permission to set up the direct debit with Intana, we cannot provide you with the 6 BoilerCare cover.

M. You will receive your full insurance policy documents and certificate from Intana 10 days of your confirmation to buy the Simply Online+BoilerCare tariff. If you haven't received your documents within this time-frame or if you have any questions relating to this, please call us on 0333 200 5100.

N. EDF Energy Customers Ltd is an appointed representative of Collinson Insurance Services Limited which is authorised and regulated by the Financial Conduct Authority.

O. The policy is underwritten by Great Lakes Insurance SE, UK Branch and administered by our insurance provider Collinson Insurance Services Ltd, trading as Intana.

P. By signing up to this tariff you confirm you have read, understand and accept Intana's terms and conditions, including that your ability to access the insurance policy offered as part of this energy tariff is conditional upon meeting any eligibility criteria set out in Intana's terms and conditions.

#### 1. Introduction

- 1.1 This is a contract for us to supply energy to you. By entering into it you agree to keep to its terms. Please read it carefully so you understand your responsibilities. The standards we must meet in supplying energy to you, and the compensation arrangements that apply if we fail to meet these, are set out in the Standards of Performance booklet.
- 1.2 You are responsible for making sure your premises are connected to all relevant distributors' networks. If they're not currently connected, please contact our live chat team by visiting edfenergy.com/myaccount.
- 1.3 Our responsibility to supply your premises (and your responsibility to pay for the supply) begins on the supply start date. From this date and for as long as we're the registered supplier, all energy that passes through your meter or which is supplied to the premises will be treated as being supplied under this contract, even if you have a contract with any other person.
- 1.4 This contract continues until it is ended in line with clause 7. After this time, if you want to receive a further supply, you will need to enter into a new

- contract with us. Any supply made during any period where there is no contract between us will be governed by our 'deemed terms of supply' published under the Gas Act 1986 and Electricity Act 1989.
- 1.5 If you're a new customer we do not currently supply, we'll need to ask for a supply transfer. This will be completed within 21 days after we have given your previous supplier notice, unless:
  - (a) you tell us to do otherwise; or
  - (b) one or more of the conditions set out in Standard Licence Condition 14A.2 of our gas or electricity supply licence (known as the 'exceptions') applies (in which case we'll contact you to deal with the issue as soon as possible).

#### 2. Access

- 2.1 You agree to give us, our contractors or any person we tell you about, safe, full, free and unrestricted access to your premises and all metering equipment and other fittings used in connection with supplying your premises. If obstructions prevent access, you must remove them and pay any costs involved. We may also charge you if you don't let us know at least 48 hours beforehand if access won't be available at the time of a booked appointment.
- 2.2 You are responsible for all pipes, equipment, wires and cables, and all other fittings used in connection with supplying energy on your side of the meter and their maintenance and safe condition. (Your side of the meter starts at the point energy leaves your meter after the meter has measured it, and includes your home wiring). Any energy losses that happen on your side of the meter are your responsibility. If you ask for a meter inspection at your premises, we may charge you.
- 2.3 You must make sure that your premises have a suitable meter installed that meets relevant industry standards for safety, accuracy and reliability and which is capable of providing all the information we need to provide and measure energy in line with the type of tariff you have chosen. If the premises do not have a satisfactory meter installed or the meter is not in a suitable place, we may replace, reposition or reprogramme it (for which we may charge you) or we may change your tariff to one that we consider appropriate (which may affect your prices). We will not be responsible for any fault relating to metering equipment we do not own or that has not been provided on our behalf. You should call us if you are not sure if your metering equipment is appropriate.
- 2.4 If you have a 'smart meter' that we can read without coming to your premises, you agree that:
  (a) it and the in-home display unit must not be removed from the premises without our permission;
  (b) we may use it to remotely monitor the energy you use;
  - (c) we may remotely repair and update it, switch it from credit to prepayment or disconnect your supply (or both)
  - (d) we may use information from it to work out your bill, offer you appropriate tariffs and other products (including via any associated in-home display device) and for any other purposes in line with the information policy; and
  - (e) from time to time the information from your smart meter may not correctly reflect the energy you have used. In such circumstances, we reserve the right to apply the correct charges which will be applied to your smart meter or reflected in a separate bill.
- 2.5 You must make sure that all metering equipment is not damaged, stolen or lost and is kept in safe condition. You must tell us immediately if there is any damage or fault to the metering equipment. We may recover any costs we have to pay for replacing or repairing the metering equipment (including any call-out charges), unless the loss or damage is caused by something we have done or failed to do.
- 2.6 If your contract ends, we may recover any metering equipment we have provided to you and you will give us , our contractors or any person we tell you about, all the access we need to do this.

#### 3. Energy price, tariff features and charges

- 3.1 You agree to pay all charges due under this contract which are not genuinely disputed, even if the charges are based on an estimate of your energy use.
- 3.2 Any customer who has signed up to be supplied by EDF on the Simply Online+BoilerCare tariff, and has agreed to transfer of bank details to our insurance provider Intana to set up a Direct Debit for monthly insurance payments, will be provided with 50% off BoilerCare cover for 1 year. This applies to one household only.
- 3.3 You agree to have both your gas and electricity on this tariff, and pay for your energy by Direct Debit. You can end this contract at any time by giving us

- notice. However you may need to pay an exit fee of £30 per fuel if this contract is ended more than three months before its end date either by us in accordance with these terms, or by you leaving the tariff, changing supplier or moving home without taking the tariff with you. Signing up to this tariff means you also agree to:
- Manage your account entirely online
- Provide a valid email address and register for MyAccount
- Receive your bills, account information and updates electronically
- If you do not have a smart meter you agree to have one fitted, or, if you decide you don't want one installed, you can opt out by letting us know.
- Have both your electricity and gas supplied by FDF.
- 3.4 We may at any time (except if you are supplied through a prepayment meter or if it is otherwise not reasonable), ask you for a reasonable deposit (or other form of security) towards the charges (a 'security deposit'). If you don't provide this, we may give you notice to end this contract in line with clause 7. If we decide a security deposit is no longer needed, we may use it to pay off any debt you owe us.
- 3.5 We can charge you any reasonable costs and expenses we have to pay in carrying out our responsibilities to you. This includes any reasonable costs connected with distributors' services, recovering money you owe, and disconnecting, reconnecting or replacing any metering equipment.
- 3.6 You can ask for up-to-date information on our tariffs and charges which apply, and any other charges we might make for other services. To do this contact our live chat team by visiting edfenergy.com/myaccount or visit edfenergy.com/ additional charges
- 3.7 Smart meters automatically send us your meter readings, meaning that you don't have to. Smart meters help make estimated bills' a thing of the past and allow you to take control of your energy consumption. It is your choice whether or not you would like to have a Smart meter installed at your property. By signing up to this tariff you agree to either having a Smart meter fitted when we're installing them in your area, or letting us know if you'd prefer not to have one.

#### **Energy prices**

- 3.8 The charges for your Simply Online+BoilerCare tariff are set out in your Tariff Information Label which you should have received as part of your contract letter. The charges which apply to you depend on your supply area, the type of your meter, payment method and the structure of your tariff.
- 8.9 Except for a change in law, regulation, tax or duty which affects us in a way that is beyond our reasonable control, or the introduction of a new tax, duty, charge, or levy which we have to or are allowed to recover from you through your energy bill (or bills), the prices and terms and conditions for your Simply Online+BoilerCare tariff will not change until the end date.
- 3.10 If you're already an EDF customer and are changing your tariff, you won't receive the benefits of your new tariff (for example its prices) until we process the change. We'll write to you to confirm when this will happen.
- 3.11 The Simply Online+BoilerCare tariff is only available if you have a standard credit meter, Economy 7 credit meter or any non STD complex credit meter for the energy you want us to supply under this contract. If you have a different type of meter, we may need to supply you on a different tariff, which is likely to have different prices and features. If we find this is the case, you agree that we may supply you on whichever of our other tariffs we believe is most suitable for you. We will write to you to let you know if this happens.
- 3.12 Whilst we'll endeavour to provide you access to our online channels 24/7, from time to time, we may have to carry out scheduled maintenance. During these times, MyAccount may not be available.
- 3.13 The Simply Online+BoilerCare tariff is only available for customers who are not in debt to us. If you have, or at any time agree, an instalment plan with us to pay outstanding debt then we are permitted to refuse to offer, or supply you on, the Simply Online+BoilerCare tariff. If we do so, we will inform you of alternative tariffs we offer. If you fall into debt while supplied on Simply Online+Boiler Care then we may terminate this contract. If we do, and continue to supply you, then you will be supplied on our deemed contract scheme, and will be charged our deemed contract scheme prices for cash/cheque customers, which are available at www.edfenergy.com/sites/default/files/r505\_deemed\_rate\_card.pdf

#### Low-carbon electricity

3.14 At the end of each fuel mix reporting year we'll make sure we've bought enough low-carbon nuclear electricity to match the total volume of electricity supplied under this contract. The fuel mix reporting year begins on 1 April and ends on 31 March the following year.

#### 4. Changes to terms

4.1 If you choose to switch to another tariff, we can extend your current Simply Online+BoilerCare tariff prices until your transfer to your new tariff takes place (a 'tariff extension'). We won't apply a tariff extension if you have outstanding charges of 28 days or more on your energy account. If you try to change supplier but have outstanding charges on your energy account, we may contact your new supplier to tell them that we plan to prevent the transfer until you pay off what you owe. If you pay those outstanding charges within 30 working days of our notice objecting to your transfer, you can transfer supplier and we won't apply the change during the transfer period.

#### Our right to change terms

- .2 We are allowed to change all terms of supply at any time, as long as the change is not to your disadvantage. Any changes will apply from the date we publish them on our website. If you don't pay as you agreed, your charges may change.
- 4.3 If you have a debt which is still not paid after 28 days or if you fail to keep to any payment method we agree with you, we may change your payment method (which could involve changing your meter too). Or we may treat this as you giving us notice to end your contract under clause 7.1. In either case, if you continue to take energy from us, this could, result in your charges changing. If this happens, we'll give you seven working days' notice, explaining what changes will be made and why.
- 4.4 If you or we end this contract and we continue to be your registered supplier, you may move to our 'deemed contract scheme', which has different prices and terms and conditions. These are available at edfenergy.com/sites/default/files/r505\_deemed\_rate\_card.pdf. If this happens, or if we change your contract under clause 4.3, you will no longer benefit from features such as any fixed-price period.

#### Your right to change terms

- 4.5 You are allowed to change any of the following terms at any time.
  - (a) The payment method for this tariff is Direct Debit. If you change your payment method to anything other than this, we will transfer you to our deemed contract scheme under clause 7.6 of these
  - (b) Type of meter as long as you have paid all charges due for your energy and your tariff supports your chosen new meter, you may change your current tariff from standard metering to multi-rate (for example, Economy 7) metering, and vice versa. (c) Moving home if you move home and the payment method and meter type at your new home support your existing tariff, you may change the premises being supplied to your new premises. If you decide to do this, you must tell us which fuels you want us to supply at your new premises so that we can apply to become the registered supplier for those fuels.
- 4.6 To do any of the above you need to ask us. If you do, the changes will apply once we have processed your request. Your charges may change as a result, and you agree to this. You may also have to pay costs associated with changing your meter. We will explain any changes to your charges and any extra costs to you at the time.

# 5. Billing

- 5.1 We will give you a bill or statement at least once a year, but we may send you a bill or statement at any time, or in line with your agreed payment method and communication preferences. We will charge you for your energy usage based on the amount of energy we reasonably consider that you have consumed (or which we estimate you have consumed in accordance with paragraph 5.2 below) for the period covered by your bill, up to a maximum period of twelve months except where the charges relate to circumstances where:
  - a) we have previously taken steps to recover payment for charges which are older than this,
     b) we have not taken action to recover such older charges because of any act or omission on your part,
     or
  - c) any other circumstance applies which our regulator confirms that we may seek to recover charges relating to consumption that is older than twelve months.

- 5.1A Because we are only permitted to bill you for energy in accordance with clause 5.1, it is very important that we receive accurate and up to date information about your energy use at least once per year, and so you must:
  - (a) allow any meter reader or other EDF representative free and unimpeded access to read your electricity and/or gas meter, at least once per year (provided that we may choose not to schedule visits this frequently);
  - (b) if you have a smart meter, allowing us to use it to take regular meter readings from you;
  - (c) tell us if you have moved into a new premises and are taking a supply from us;
  - (d)making sure you have arranged to pay us;
  - (e) letting us know if you are not receiving bills at least once a year;
  - (f) telling us if you think there is a problem with your meter:
  - (g) if you have a prepayment meter, making sure you only use the key or card we have issued to you to top it up;
  - (h) if you are not able to take any of the steps set out above, contacting us to agree alternative arrangements and then complying with those.
  - Where you have opted for electronic
    communications from us, or this is a requirement of
    the product you have selected, it is your
    responsibility to provide us with an accurate email
    address, and to let us know if this needs to be
    updated. By entering this contract you acknowledge
    and agree that failing to take one of the actions
    listed in this clause will obstruct us in trying to
    correctly charge you for the energy you use, and you
    agree that doing so would be manifestly
    unreasonable. Where we don't have an up to date
    meter reading we will bill you based on an estimated
    reading using the information that we have available
    about your property, however to help us to improve
    the accuracy of your bills please provide us with an
    up to date and accurate meter reading at least once
    per year.
- 5.2 We have the right to estimate your usage if we don't have all the information we need (including the energy you have used during any period) to work out the charges you owe us. We'll estimate using information we have about the energy used at the premises. This may take into account adjustments to reflect seasonal changes in use and previous meter readings, or the characteristics of your home and household energy use, or price changes.
- 5.3 If your meter is not read immediately before the supply start date, or we reasonably believe that the reading we have is not accurate, we may estimate the amount of energy supplied during the period beginning with the supply start date and ending with either:
  - (a) the date the meter is first correctly read after the date we start supplying you; or
  - (b) the date your contract with us ends; whichever is earlier.

#### 6. Payment

- 6.1 You must pay your bill by the due date on the bill (or if a due date is not given within 14 calendar days of the bill date) using the payment method we have agreed with you.
- 6.2 If you have a debt which is still not paid after 28 days or if you fail to keep to any payment method we agree with you, we will treat this as you giving us notice to end your contract with us under clause 7 1
- 6.3 We have the right to use or transfer any debts or credits you have on your energy account:
  - (a) with a previous supplier to us;
  - (b) with us to a new supplier; or
  - (c) for any accounts you have with us to pay off any debt you owe us or our group companies.
- 6.4 If you are being supplied at premises where Green Deal charges apply, we'll collect these from you through your bill or statement. You must pay Green Deal charges using the same payment method as you pay for your energy. You cannot choose a different method.
- 6.5 If you owe us any outstanding charges, and you send us a payment that does not cover these charges, we'll put it towards whichever debt and in whichever proportions we consider appropriate.

#### **Direct Debits**

6.6 As you pay for your energy by Direct Debit, we need to agree the fixed amount you need to pay at first to

- cover your yearly energy costs. We'll then review this amount every 12 months. We might carry out more frequent reviews, but this isn't guaranteed. Unless we decide that it's necessary to do so, we won't alter your Direct Debit at the point you make any extra 'one-off' payments or when you change your tariff, but at each review we will take account of one-off payments you have made and changes to your tariff rate.
- 6.7 Whenever we review your Direct Debit, we'll estimate the cost of the energy you will use (your 'estimated annual energy cost') up to the date of the next annual Direct Debit review date. This will be based on your past energy use, current prices, and any debt or credit on your account. If your Direct Debit needs to change by more than a 'specified (set) percentage' to cover your estimated yearly energy cost, we'll let you know and make the changes. To avoid changing your payments too often, we won't adjust your Direct Debit if it would result in a change of less than the specified (set) percentage.
- 6.8 If, on the date we review your Direct Debit your account is in credit or in debit, we'll usually update your monthly payment amount to spread the balance across the following 12 payments. If your account with us is in debt by more than our 'specified debt amount' we'll let you know and take the amount of the debt from your bank account. By choosing to pay by Direct Debit, you agree to these payment terms. (You can find our current specified (set) percentage and specified debt amount, together with more information on paying by Direct Debit, on our website at edfenergy.com/directdebit).
- 6.9 Apart from where you or we change the way you pay our charges under clause 4.3 or 4.5, if you choose to pay by Direct Debit, you must continue to use that payment method to pay the charges. If you fail to do so, we will write to you, explaining what has happened and giving you a date when you need to re-start your Direct Debit. If you don't do so by this time, we can move you onto the cash/cheque prices for your current tariff. You can find the current cash/cheque prices for your current tariff by viewing the relevant tariff information label at edfenergy.com/til, or by calling us.

#### Debt

- 6.10 If we agree a payment method with you, you must pay charges in line with it. If not, we can withdraw it and all outstanding charges will then be due in full.
- 6.11 If you don't pay our bills in the way we've agreed, we can ask you to pay by another method and this may increase the price you pay for your energy (see clause 3.3). If this means we fit a prepayment meter, clause 2 will apply, and you may be responsible for the costs, which we'll tell you about at the time.
- 6.12 We have the right to charge you interest if you are late paying any debt you owe us. This will be at a yearly rate of 8% above the Bank of England bank lending rate at the relevant time. If you fall into debt and we agree with you to pay this debt via an installment plan, we may move you to our Cash Cheque prices version
- 6.13 If your contract ends and you do not pay the charges due under the contract within 28 days of it ending, we may transfer to your new supplier the right to recover those charges from you (within certain limits set out in our licence). Equally, in line with the same limits, when your contract begins, your previous supplier may grant us the right to recover any unpaid charges from your contract with them. In these circumstances, you agree that we can collect from you the amount you owe, plus reasonable costs.

# 7. Ending your contract

- 7.1 From the day after signing up with us, you have a 14 day cooling-off period during which you can cancel this contract at no cost. You can also end this contract with us at any other time by:

  (a) asking another supplier to become your registered supplier (your new supplier should then formally contact us and this contract will end when they become your registered supplier); or
  (b) giving us notice as set out in clause 7.3. If you do this, you will still be responsible for paying our charges for the period we are your registered supplier. If we continue to be your registered supplier after you try to end this contract, unless you agree a different contract, you will move onto our deemed contract scheme.
- 7.2 If you use your right under clause 4.5(c) and want to stop taking one of the fuels we supply (for example, you go from dual fuel to electricity only), you may do so if:

- (a) another supplier becomes your registered supplier for that fuel; or
- (b) your new premises do not receive a supply of that fuel (for example, if your new premises is not connected to the distributor's system) and you do not arrange for it to start receiving one. In these cases, this contract will no longer apply to the relevant fuel.
- 7.3 Unless you use your right under clause 4.5(c), if you change premises you must give us notice so we can end this contract. If not, you'll still be legally responsible for the charges at the original premises. After you receive notice, we will have two working days to cancel the contract.
- 7.4 If you use your right under clause 4.5(c) and we are not already the registered supplier for your new premises, our responsibilities to you under this contract will be suspended from the date you leave your old premises until the date we become the registered supplier of your new premises. The contract will stay in place while it is suspended, and you will still be responsible under it for bills relating to energy used at your old premises up until a new person takes over that responsibility.
- 7.5 We can end our arrangements with you under this contract by giving you written notice except if we are acting under clause 7.6 (in which case, we do not need to give you any notice).
- 7.6 We are entitled to end this contract immediately in any of the following circumstances.
  - (a) You do not keep to any of its terms.
  - (b) You no longer own, rent or use the premises.
  - (c) You have any form of bankruptcy or insolvency proceedings brought against you.
  - (d) We reasonably believe that you have stolen energy or deliberately interfered with any metering equipment.
  - (e) There is a risk of danger to you or others if we continue the supply.
  - (f) Circumstances beyond our reasonable control mean we are not able to carry out our duties under this contract (for example, anything any other energy supplier, distributor, or other person does or fails to do).
  - (g) We are no longer licensed as an energy supplier or are asked to stop supplying you by Ofgem or another industry regulator.
  - (h) You have chosen to pay by Direct Debit but fail to use that payment method and have not changed your payment method under clause 4.5. We have this right even if you don't have a debt on your account.
  - (i) Ofgem issues a direction to another supplier telling them to take over the supply to your premises, including in circumstances where Ofgem has decided that there has been an event, or a situation has arisen, which means it is allowed to take away our supply licence; and has decided to do so.
- 7.7 If we're entitled to prevent energy being supplied to you under the contract (including disconnecting your premises), you agree to let us (and our agents) into your premises at all reasonable times to do this.
- 7.8 Ending your contract will not affect any rights and responsibilities you or we had before the contract ended, or which are due to come into force under that contract or to continue after the date it ended.
- 7.9 If you are responsible for paying Green Deal charges, your responsibility continues after this contract ends and your new supplier will collect your Green Deal charges when they take over your supply.
- 7.10 In advance of the tariff end date we'll write to remind you that your Simply Online+BoilerCare tariff is ending. You can then:
  - (a) switch to one of our other tariffs, as long as your new tariff is already available or becomes available within 20 working days of the end date (if you do so we'll let you stay on your Simply Online+BoilerCare tariff prices until you move onto your new tariff); (b) switch to another supplier (as long as they formally let us know within 20 working days of the end date that they will become your registered supplier within a reasonable period, we'll let you stay on your Simply Online+BoilerCare tariff prices until your switch goes through); or
  - (c) if you don't do (a) or (b), we'll arrange for your energy accounts to be automatically transferred on the end date to the most appropriate standard variable or fixed tariff that we have on offer at the time based on your current type of meter and payment method. We'll include the prices for this tariff when we write to you.

7.11 You can end this contract at any time by giving us notice however you may need to pay an exit fee of £30 per fuel if this contract is ended more than three months before its end date – either by us in accordance with these terms, or by you leaving the tariff, changing supplier or moving home without taking the tariff with you.

#### 8. Limits to our legal responsibilities

- 8.1 We are only legally responsible to you as set out in these terms and conditions. We have no other duty or legal responsibility to you, and all responsibilities, guarantees and any other conditions implied by law or otherwise will not apply, as far as this is allowed by law.
- 8.2 We will not be legally responsible to you for any event or circumstance beyond our reasonable control.
- 8.3 We are not legally responsible to you in any way for any indirect or direct loss of income, business or profits, or for any other loss or damage that could not reasonably have been expected at the time we entered into this contract, other than that caused by us acting fraudulently. Also, we will not be legally responsible to you for any loss you suffer as a result of your responsibilities to any other person (however this is caused).
- 8.4 If we are legally responsible to you under these terms, except as set out in clause 8.5 below, the maximum amount we will accept responsibility for is £10,000 for all incidents that lead to loss or damage (however it happens).
- 8.5 Nothing in these terms will exclude our legal responsibility for death or personal injury caused by our negligence or legal responsibility resulting from us failing to carry out our legal duty under Part 1 of the Consumer Protection Act 1987 or for fraud.
- 8.6 This clause applies even after this contract has ended. As far as it excludes or limits our legal responsibility, it takes priority over any other contract term.

#### 9. Other conditions that apply

- 9.1 We can transfer all or any of our rights and legal responsibilities under your contract without your permission by giving you written notice (unless we are acting under clause 7.6, in which case we do not need to give you any notice).
- 9.2 Your rights and duties under this contract apply only to you and cannot be transferred to any other person without our written permission.
- 9.3 If we don't enforce any part of this contract at any time, this will not stop us from doing so in the future.
- 9.4 To help us improve quality, we may monitor and record calls that you or we make in relation to customer services and telemarketing.
- 9.5 If you need to give us notice under this contract, you must follow our instructions in any related communications on how to provide that notice. You may communicate any general notices to us in writing to the address shown on your contract, by email to CP@edfenergy.com or by contacting our live chat team at edfenergy.com/myaccount
- 9.6 As part of this contract, you confirmed to receive bills, notices and communications from us online or by email. We have set up your account so that

- all bills, notices and other communications we send you under our supply licence are provided to you electronically through our MyAccount service, or if appropriate by email. These could include notices relating to: price changes, information about tariffs coming to an end, responses to complaints or questions, and other information about our legal responsibilities to you. It will also include bills, annual statements, and initial reminders about any outstanding debt on your account. We may still send you any of these things by post if we decide it is appropriate to do so.
- 9.7 These terms and conditions, the contract letter and any other documents we refer to make up the whole contract for the service between you and us.
- 9.8 We will not break any term of this contract by acting in line with any rights or carrying out any duties under our supply licences or any other relevant industry agreements or laws.
- 9.9 Nothing in this contract affects our rights under our energy-supply licences or other relevant laws.
- 9.10 If any term of this contract is found not to be valid or cannot be enforced in full or in part, the rest of the contract will continue to apply as normal.
- 9.11 The laws of England apply to each contract with us and any disputes relating to your contract and all non-contractual disputes which relate to the services may only be heard in the English courts.

#### 10. Making a complaint

- 10.1 If we've let you down in any way, we want to put it right quickly. It's always best to get in touch with us first on 0333 200 5100 (Monday to Friday from 8am to 8pm and Saturday 8am to 2pm) email customer\_correspondence@EDFEnergy.com or write to FREEPOST: EDF ENERGY PLYMOUTH Details of our complaint handling procedure can be obtained at edfenergy.com/makingacomplaint. If you're not satisfied with the way we've handled things after contacting us there are other options you can take.
  - You can contact the Complaints Resolution Team by calling 0333 200 5101 (8am to 5pm, Monday to Friday), email complaintresolution@edfenergy. com or write to: FREEPOST EDF ENERGY – COMPLAINTS RESOLUTION.
- 10.2 If, after eight weeks, you're still not satisfied with the way we've handled your complaint, you can phone the Ombudsman Services: Energy on 0330 440 1624 (9am to 5pm Monday to Friday). Or, you can email them at enquiry@ombudsmanservices.org or visit ombudsman-services.org/ energy. The Ombudsman is free, independent. If the Ombudsman finds we have not acted correctly, they will make recommendations on how we can put this right. This might include:
  - (a) an apology or explanation;
  - (b) compensation; or
  - (c) any other relevant action.

They may investigate your complaint if you are a residential or microbusiness customer and if you have received a deadlock letter from us or if you are unhappy with the handling of your complaint and eight weeks have passed since you first made the complaint to us.

10.3 Contact Citizens Advice if you need help with an energy problem - for example with your bills or meters, or if you're struggling to pay for the energy you use. They're the official source of free and independent energy advice and support. Go to citizensadvice.org.uk/energy or call them on 0808 223 1133. Calls are charged at your normal rate.

#### 11. National terms of connection - electricity

- 11.1 Your supplier is acting on behalf of your network operator to make an agreement with you. The agreement is that you and your network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this contract and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which your network operator delivers electricity to, or accepts electricity from, your home or business. In the case of some non-domestic sites, as further described in the NTC, the NTC provide for the continuing application of site-specific connection terms agreed with a previous owner or occupier of the site. Your network operator will be able to tell you whether or not site-specific connection terms exist. If you want to know the identity of your network operator, or want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 1st Floor, 4 More London Riverside, London, SE1 2AU: phone 0207 706 5137, or see the website at www.connectionterms.co.uk
- 11.2 You accept that if we also provide you with gas under this contract, we have entered into an arrangement with your gas shipper in order to provide you with a gas supply. If your gas shipper suspends your supply for a period of time because of a gas shortage, we will pass on any compensation payment due to you as soon as possible after we receive the payments from the gas shipper.

#### 12. Supply characteristics - electricity

As required by law, the electricity delivered to your premises through the distribution system will be supplied: (a) if you have a single-phase supply, normally at 230 volts declared alternating voltage, with an allowed range of voltage variation from plus 10% to minus 6%; (b) if you have a three-phase supply, normally at 400 volts nominal alternating voltage, with an allowed range of voltage variation from plus 10% to minus 6%; and at either of the above voltages at a frequency of 50 hertz, with a permitted nominal variation of plus or minus 1%.

# 13. Information policy

13.1 We respect your privacy and are committed to providing you with a clear understanding of how we use your data. To find out about the ways in which we protect and use your data, please visit our Privacy Notice and Policy at edfenergy.com/yourprivacy

If you'd like a hard copy of the privacy policy you can contact us on 0333 200 5100 and we'll post it to you.

EDF fuel mix per tariff or product	Coal	Gas	Nuclear	Renewable	Other	CO2 g/kWh	Radioactive Waste g/kWh
Simply Online+Boiler Care	0.0%	0.0%	100%	0.0%	0.0%	0	0.0070

# **Terms of Business**

Please read this document carefully. It sets out the terms upon which we agree to act for our customers and contains details of our regulatory and statutory responsibilities. It also sets out some of your responsibilities. Please contact us immediately if there is anything in these Terms of Business that you do not understand.

# **About our company**

EDF Energy Customers PLC is an insurance intermediary which is an Appointed Representative of Collinson Insurance Services Limited. Collinson Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (FCA) to transact general insurance business. Their FCA registration number is 311883. You can check this information on the FCA's register by visiting their website at www.fca.org.uk or by contacting the FCA on 0800 111 6768 or +44 (0)207 066 1000.

#### **Our address**

You can contact us at: Intana, Sussex House, Perrymount Road, Haywards Heath, West Sussex, RH16 1DN

Our registered address is: 90 Whitfield Street, London, England, W1T 4EZ

# **Our products and services**

We only offer boiler and heating protection insurance products underwritten by Great Lakes Insurance SE, UK branch. We do not give advice or make personal recommendations in connection with any of the insurance products offered. However, we will ask you questions in order to provide you with a quotation, leaving you to make your own decision as to how you wish to proceed and whether this product fulfils your specific insurance requirements.

# Capacity in which we are acting

We will undertake various activities as we arrange and administer your insurance and in this capacity will act as agent of the insurer at all times.

#### **Our Remuneration**

When we sell you a policy the insurer pays us a percentage commission from the total premium.

#### **Disclosure**

Before you enter into a policy with us, you will be asked questions which are relevant to our decision whether to accept the risk of insurance and if so, on what terms.

You must take reasonable care to answer questions carefully and accurately as the information provided will determine whether you pose an increase in risk to us and could influence us in the assessment. acceptance or continuance of your insurance. Please note if you fail to answer the questions accurately, this could invalidate your insurance cover. It is very important that information given to us when buying a policy, when completing a claims form and giving declarations to the insurer is correct. If a policy is purchased, or a form or declaration is completed on your behalf, it is your responsibility to check that the answers given to all questions are true and complete. You are advised to keep copies of any correspondence you send to us or direct to your insurers.

# **Insurance premiums & fees**

Insurance premiums are collected by Intana a trading name of Collinson Insurance Services Limited as agent of the insurer. When we provide you with a quotation, we will tell you about any fees which may apply in addition to the insurance premium.

# **Quotations**

Unless stated otherwise, all quotations provided for new insurances are valid for 14 days from date of issue.

# **Cancellation right**

You may have a right to cancel up to 14 days from the date you receive:

- The policy document at the start of your insurance or;
- The renewal policy documentation for subsequent periods of insurance

Should you decide to exercise this cancellation right, you will be entitled to a refund of premium less an appropriate pro-rata charge for the period of cover given before the cancellation right was invoked. Should any claim occur prior to the exercise of the cancellation right where the claim terminates the insurance cover, the insurers may not

allow a refund of any of the premium

If this cancellation right is not exercised within the 14 day period as stated above, none of the premium paid will be refunded.

#### **Complaints procedure**

Should there be an occasion when we do not meet your expectations, we are equally committed to dealing with any complaint in a thorough and professional manner. If you wish to register a complaint regarding the sale of your insurance, please contact us in the following ways:

# In writing

The Complaints Officer Intana Sussex House, Perrymount Road Haywards Heath, West Sussex RH16 1DN By telephone 01444 442879

By email: complaints@intana-assist.com

If you remain dissatisfied after receiving our final response to your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service, free of charge – but you must do so within six months of receiving our response.

If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances.

# **Compensation**

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if we cannot meet our obligations. Insurance advising and arranging is covered at 90% of the claim, without any upper limit.

#### Law and Jurisdiction

These Terms of Business shall be governed by and construed in accordance with English Law. In relation to any legal action or proceedings arising out of or in connection with these Terms of Business, the parties submit to the non-exclusive jurisdiction of the English courts.

# **EDF ENERGY BOILERCARE BREAKDOWN INSURANCE**

# **Insurance Product Information Document**

**Company:** Great Lakes Insurance SE, UK Branch is authorised by Bundesantalt fur Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority

# **Product:** BoilerCare

This document does not contain the full terms and conditions of the cover which can be found in the policy wording and schedule. It is important that you read all these documents carefully.

# What is this type of insurance?

This is a boiler breakdown insurance which covers your home's gas boiler, your central heating system, heating controls and thermostats against certain breakdowns.



# What is insured?

We will pay up to £500 for the necessary repair or replacement of:

- ✓ Circulating pump and easily accessible standardparts fitted inside the boiler casing, controls, programmers and thermostats, selector and radiator valves, a single water circulating pump and easily accessible above ground internal pipe work
- ✓ A single, standard hot water cylinder less than 90 centimetres by 45 centimetres (36 inches by 18 inches)



# What is not insured?

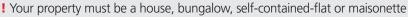
- ★ The first £50 of each claim (You will need to pay this to us at the time of arranging assistance)
- ✗ More than three breakdowns in any one period of insurance, covering up to £1500 per policy year
- Any insulation jacket or immersion heater, non-standard water cylinders unvented cylinders, or water tanks
- Any repair or replacement of designer or cast iron radiators, non-standard radiators, towel rails or radiators longer than 1.5 metres (5 feet)
- Clearing air locks, unblocking pipes or correcting poor circulation or balancing radiators
- ➤ Any work to repair damage caused by rust, sludge, hard water scale, corrosive water or water with a high chemical content
- X Fuel lines to the Boiler, this includes gas leaks between the gas meter and Boiler
- Any repair to Your Boiler if this will cost more than replacing it with a new one or if suitable replacement parts are not available

  Routine or regular maintenance that You are
  - responsible for, this includes:
  - venting radiators, turning the boiler off
  - lighting pilot lights and changing time switches
  - any loss, damage or breakdown that You knew about before this policy started – see General Exclusions 1 on page 6
- Any damage that may be caused to Your Home, its fixtures and fittings or its contents. This includes:
  - redecorating Your Home;
  - restoring the building to its original condition;
  - replacing ceilings, flooring, plaster, tiles or carpets
- Any claim when Your Home has been left unoccupied for 90 days or more at one time



# Are there any restrictions on cover?

! You must be the homeowner and live in the property as your main home and it must be heated by a domestic gas fired boiler





# Where am I covered?

✓ Your home must be situated within the mainland of England, Scotland, Wales and Northern Ireland, plus the Isle of Wight, the Isle of Man and the Channel Islands



# What are my obligations?

- If you need to claim, you must call us as soon as possible so that we can arrange for an approved contractor to assess the situation and deal with the breakdown or emergency
- You must make sure that an adult is at the property
- You must protect your home, keeping it in good condition and regularly carry out routine maintenance



# When and how do I pay?

You must pay for this insurance when you take it out for the first time and at each renewal of your policy. You can either pay annually by debit/credit card or by monthly direct debit

You will not be covered for any claim if you have not paid the premium due



# When does the cover start and end?

In the first period of insurance

Cover will start after you take out this insurance for the first time and it will end 12 months after you took out the insurance

At each subsequent renewal

As long as we both agree to you renewing your policy and you have paid the premium, cover will continue for a further 12 month period

The actual start and end dates are shown on your Insurance Certificate that is issued with your policy wording



# How do I cancel the contract?

You can cancel your insurance policy at any time by calling us during normal working hours on 01444 442879, or by emailing edfenergy@intana-assist.com

You must tell us whether you want your policy cancelled immediately, or from a future date and you must also tell us your name, address and policy number

If you cancel your policy of insurance within 14 days from either the date of issue or receipt of your policy terms and conditions, we will refund to you any premium you have paid and we will recover from you any payments we have made

You will not receive any refund of premium if you have made a claim or intend to claim during the current period of insurance

# **Important Information**

# **Statement of Demands and Needs**

This policy meets the needs of homeowners requiring assistance in the event of certain breakdowns of their gas boiler or central heating system or controls at their property. You may need to review the cover periodically to ensure it remains adequate for your needs. This statement does not constitute advice or a personal recommendation.

# **Claim Notification**

In the event of a Home Emergency, please phone 01444 442668. We will then advise you how to proceed and protect your property.

# Your right to complain

We aim to always give a first class service. However, we do realise that there are times we may not meet the high standards you expect from us. If you have a concern about any of our products or services, please tell us. We want to put things right - first time. Your comments may help us improve our services. If you want to make a complaint you can contact us:

- by post send a letter to: Quality Department, Intana, Sussex House, Perrymount Road, Haywards Heath, West Sussex, RH16 1DN
- by telephone call us on 01444 442 010
- by email send an email to quality@intana-assist.com.

We will aim to provide you with a full response within four weeks of the date we receive your complaint. If you remain dissatisfied with our response, or we fail to reply to your complaint within eight weeks, you may be able to refer your complaint to the Financial Ombudsman Service at:

The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR or telephone 0800 023 4567 or 0300 123 9123.

The Financial Ombudsman Service deals with complaints about insurance policies. It is entirely independent and its services are free to you.

# **Financial Services Compensation Scheme**

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS, if we are not able to meet our obligations. For more details please visit the FSCS website at www.fscs.org.uk.

# **EDF ENERGY BOILERCARE** CONTRACT OF INSURANCE





# **Welcome to your Energy Boilercare Cover**

Thank you for taking out EDF Energy Boilercare. We believe our products will help you continue enjoying the benefits and reassurance of living in your own home.

The details you have given us will help us offer the benefits and services set out:

- in this document;
- in your certificate; and
- in any endorsements, we have sent you.

Please read all of these documents carefully so you know what you are covered for. If you have a nominated person, please ask them to read these documents as well. This is important, especially if you need to make a claim. If you have any questions or need to change any details, please call 01444 442879.

If you are deaf or hard of hearing, the following SMS number is a vailable for deaf, hard of hearing and speech impaired customers -07786 202672.

Intana are able to supply customers with this booklet, free of charge, in an alternative format for people who are visually impaired. To obtain a copy call our helpline on 01444 442879.

These documents also tell you what to do if you need to make a claim. Please keep them in a safe place.

# Making a claim

To make a claim, please check all your documents to make sure you are covered. Then telephone 01444 442668 straight away. To speed up your claim, please make sure you can provide us with the following:

- Your Policy Number;
- Your name and address including the postcode;
- Why you are claiming;
- Your payment details where you must pay an excess.

YOUR POLICY CERTIFICATE SHOWS WHICH SECTIONS YOU ARE COVERED FOR.

If you want to cancel your policy within the cooling-off period, please call us on 01444 442879 or email us at edfenergy@intana-assist.com

# **Eligible properties**

We will cover your home which is a house, bungalow, self-contained flat or maisonette that is owned by you and is heated by one standard domestic boiler up to 70 kilowatts per hour (238,850 BTU).

We will not cover:

- · detached garages;
- sheds;
- other outbuildings;
- shared areas of your home, for example hall and stair areas that others are allowed to use:
- your home if more than half of the rooms are used for business;
- bed-sits;
- council properties;
- Northern Ireland Housing Executive (NIHE) properties;
- sub-divided or sub-let properties; or
- residential or nursing homes.

# **Meaning of words**

Certain words and phrases have a particular meaning whenever they are used in this policy or in your certificate. Every time we use one of these words or phrases, it will always have the meaning shown below.

**Approved Contractor** means a qualified tradesman who we regularly

check and have agreed can temporarily or permanently repair or prevent further damage

to your home.

**Breakdown** means an electrical, mechanical or permanent

fault which causes the failure or burning out of

any part covered by this policy.

**Boiler** means the gas fired domestic boiler that is

shown on your certificate.

Certificate means the separate document we send you

> that includes details about you and what you are covered for. Your certificate will include your name and address, the period of insurance, the

cover level you have chosen, etc.

means a sudden or unexpected event at your **Emergency** 

home which, if not dealt with straight away

• be a risk to your health,

• make your home unsafe or insecure,

• cause damage or more damage to your

home or its contents, or

• leave your home without main services or

your main source of heating.

**Emergency Repair** means a temporary repair that is carried out by

an approved contractor to stop the immediate emergency and prevent further damage. This will need to be replaced by a permanent repair.

means a change to the policy which we write **Endorsement** 

and tell you about.

**Excess** means the amount of money you must pay as

the first part of each and every claim

means the mainland of England, Scotland, **Geographical Limits** 

Wales and Northern Ireland plus the Isle of Wight, the Isle of Man and the Channel Islands.

means the building shown on the certificate Home that you have told us is where you live most

of the time; and used only or mainly for your

domestic needs.

**Main Services** means the water, electricity and gas supplies

inside your home and the mains drainage from vour home.

Premium

**Nominated Contact** means the person you have asked us to

contact, or who may contact us on your behalf

if you need to make a claim.

**Period of Insurance** means the 12 month period between the start

date and the end date shown in your certificate and for which you have paid the premium.

means a final repair or other work necessary to **Permanent Repair** 

put right the damage caused to your home by

an emergency.

means this document along with the most **Policy** 

recent certificate and any endorsements.

means the amount you pay for this policy and

for any non-insured services.

Unoccupied means not been lived in by you, your family, or

anyone else with your permission.

We/Us/Our Collinson Insurance Services Limited trading

as Intana, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN and

acting on behalf of your insurer.

You/Your the policyholder named on the certificate and

members of their household normally living

with them.

Collinson Insurance Services Limited, trading as Intana, are authorised and regulated by the Financial Conduct Authority.

Understanding your policy and how your cover works

Please note:

- This is not a household buildings or contents insurance policy.
- It does not cover normal day-to-day maintenance.
- You will have to pay to replace items which normally wear out.

For example, we will not pay for de-sludging or de-scaling your boiler.

This is an emergency assistance policy that protects homeowners from different emergencies that can happen to their homes. It gives access to our nationwide network of approved contractors. They are available 24 hours a day to deal with any problem covered by your policy and make your home safe.

We will give this service at any time:

- during the period of insurance; and
- within the Geographical Limit;

As long as you have paid what we have asked.

Our aims

We aim:

- to give quick, expert help whenever your boiler breaks down; and
- to get an approved contractor to you as quickly as possible, every time.

Occasionally, there may be a delay when providing this service. This is most likely to happen if:

- you live in a remote area; or
- there is bad weather.

We cannot be responsible for any delay caused by a manufacturer, supplier or their agents. This includes any delay in them delivering spare parts, etc.

# How we use the information about you

As a Data Controller, we collect and process information about you so that we can provide you with the products and services you have requested. We also receive personal information from your agent on a regular basis while your policy is still live. This will include your name, address, risk details and other information which is necessary for us to:

- Meet our contractual obligations to you;
- issue you this insurance policy;
- deal with any claims or requests for assistance that you may have;
- service your policy (including claims and policy administration, payments and other transactions); and,
- detect, investigate and prevent activities which may be illegal or could result in your policy being cancelled or treated as if it never existed;
- protect our legitimate interests.

In order to administer your policy and deal with any claims, your information may be shared with trusted third parties. This will include members of Collinson Group, contractors, investigators, crime prevention organisations, national fraud databases, debt collection agencies and claims management organisations where they provide administration and management support on our behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. We have strict contractual terms in place to make sure that your information remains safe and secure.

We will not share your information with anyone else unless you agree to this, or we are required to do this by our regulators (e.g. the Financial Conduct Authority) or other authorities.

# Processing your data

Your data will generally be processed on the basis that it is:

- necessary for the performance of the contract that you have with us;
- is in the public or your vital interest: or
- for our legitimate business interests.

If we are not able to rely on the above, we will ask for your consent to process your data.

# How we store and protect your information

All personal information collected by us is stored on secure servers which are either in the United Kingdom or European Union.

We will need to keep and process your personal information during the period of insurance and after this time so that we can meet our regulatory obligations or to deal with any reasonable requests from our regulators and other authorities.

We also have security measures in place in our offices to protect the information that you have given us.

# How you can access your information and correct anything which is wrong

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information please contact us by email or letter as shown below:

Postal Address: Customer Contact Centre Manager, Intana, Sussex House, Perrymount Road, Haywards Heath, West Sussex, RH16 1DN

We may make a reasonable charge for this service, or refuse to give you this information if your request is clearly unjustified or excessive.

We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information you think is inaccurate.

If you wish to make a complaint about the use of your personal information, please contact our Complaints Manager using the details above. You can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at https://ico.org.uk/

We record telephone calls to make sure that we provide our customers with a quality service.

# Additional Processing by Great Lakes

Your insurer, Great Lakes Insurance SE, UK Branch will also need to process your personal data for claims administration purposes and to meet their statutory obligations. For more information about this, please look at www.munichre.com/en/service/privacy-statement

#### **Your insurer**

The insurer of this policy is Great Lakes Insurance SE, UK Branch. Benefits and services under this policy are provided by Collinson Insurance Services Limited. Collinson Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from us on request.

# The law that applies to this policy

Unless we agree differently, this policy is governed by the law of England

and Wales

# Cancelling and renewing your policy

Your right to cancel - cooling off period

You can cancel this policy at any time during the cooling off period. That is, within 14 days of

- buying this policy; or
- receiving your policy documents;
- whichever is later.

When you cancel your policy during this cooling off period, we will

- refund any money you have paid; and
- take off any claims payments.

# How to cancel your policy

If you want to cancel your policy, please call us on 01444 442 667, email us at edfenergy@intana-assist.com or write to us. You must tell us whether you want your policy cancelled immediately or from a future date

You will not receive a refund if you cancel your policy after the 14 day cooling off period.

We may cancel your policy

If you do not keep to the terms of your policy, we may cancel it. If we cancel your policy we will write to you at the last address you have given us. We will give you at least 14 days' notice and explain why your policy is being cancelled.

Examples of why we may cancel your policy are:

- because you have not paid the correct premium.
- because you are no longer eligible for cover.

If you have not made a claim, we will only charge you for the cover we have given you. You will not receive a refund if you have made a claim.

In the case of payment by direct debit installments, any outstanding balance of the full annual premium will become due if you have made a claim.

# **Renewing your policy**

We will write to you before your policy is due for renewal and tell you:

- about any changes that we have made to your policy;
- how much you will have to pay; and
- what you must do to renew your policy if it is not set up to be automatically renewed by us.

If we cannot continue to cover you for any reason, we will write to you before your policy ends and tell you why it cannot be renewed.

If you do not want to renew your policy, please tell us before your renewal date.

# **Moving home**

You must tell us if you are moving home as this policy only covers you at the address shown on your certificate. If you ask us to, we can continue to cover the new owner of your home as long as they are still eligible for cover. Either you or the new owner must also pay £15 to confirm the change of details. You will not receive a refund if you cancel your policy when you move home.

Please note: If you need cover at your new home, you will need to take out a new policy. Please ask us if you would like a quote.

# How to complain

We aim to always give a first class service. However, we do realise that there are times we may not meet the high standards you expect from us.

If you have a concern about any of our products or services, please tell us. We want to put things right - first time. Your comments may help us improve our services.

If you want to make a complaint you can contact us:

- by post send a letter to: Quality Department, Intana, Sussex House, Perrymount Road, Haywards Heath, West Sussex, RH16 1DN.
- by telephone call us on 01444 442 010.
- by email send an email to quality@intana-assist.com.

# When we receive your complaint:

- if we cannot deal with your complaint by the end of the next working day, we will write to you to confirm that we have received it.
- 2. we will always deal with your complaint as quickly as we can. However, if we have not been able answer your complaint within 28 days of receiving it, we will write to you with an update and tell you when we aim to send you a full response.
- 3. we will aim to write to you with a final response to your complaint within eight weeks of receiving it.

If you do not agree with our final response, or if we do not reply within eight weeks, you may be able to refer your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service deals with complaints about insurance policies. It is entirely independent and its services are free to you.

If you do decide to contact the Ombudsman you must do so within six months of receiving our response. If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances.

Ask us for a leaflet or contact the Financial Ombudsman Service at:

The Financial Ombudsman Service Exchange Tower, Harbour Exchange Square, London, E14 9SR

Telephone: 0800 0 234 567 or 0300 123 9 123 Website: www.financial-ombudsman.org.uk

# **Financial Services Compensation Scheme**

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS, if we are not able to meet our obligations. For more details please visit the FSCS website at www.fscs.org.uk.

# **Policy cover**

BoilerCare

# What is covered

If your boiler or central heating system or controls break down, we will pay up to £500 to cover the necessary repair or replacement of:

- any standard part that:
- is fitted inside the boiler casing;
- the manufacturer of the boiler has supplied; and
- is designed to be used during the normal use of the boiler.
- any condensate pipe.
- frost and room thermostats.
- programmers.
- motorised or selector valves.
- time controls.
- single water circulating pump.
- standard radiators up to 1.5 metres (5 feet) long if they are leaking.
- radiator valves.
- above ground internal pipe work (as long as it can be accessed easily and is not inside the fabric of the building).
- a single, standard hot water cylinder as long as it is not bigger than 90 centimetres by 45 centimetres (36 inches by 18 inches), but not any insulation jacket or immersion heaters.
- expansion tanks.

#### What is not covered

We will not cover:

- the excess shown in your certificate.
- more than 3 breakdowns in any period of insurance, covering up to £1500 per policy year.
- more than £500 (including all parts, labour, call out charges and VAT) for any one claim.
- any breakdown where the boiler and/or controls have not been properly installed, repaired or have been altered (e.g. where the wrong parts have been fitted) or does not meet current gas safe regulations.
- clearing air locks, unblocking pipes or correcting poor circulation or balancing radiators.
- any boiler or system noise.
- warm air units, oil fired boilers, LPG or gas cookers, or gas fires.
- routine or regular maintenance that you are responsible for. This
  includes venting or bleeding radiators, turning the boiler off, ensuring
  radiator valves do not stick, lighting pilot lights and changing time
  switches.
- adjusting the water pressure on a sealed central heating system.
- the cost of and/or repair caused by rust, scale, hard water scale, corrosive water, water with a high chemical content if we have told you on a previous visit that permanent repairs, improvements or a PowerFlush (or similar cleaning procedure) is needed.
- the cost of draining your system unless there is a suitable isolation and drainage point fitted.
- ducting, flues or warm air vents.
- fuel lines to the boiler. This includes gas leaks between the gas meter and boiler.
- the cost of refilling your system with any additives (e.g. corrosion inhibitors).
- the cost to service or replace MagnaClean Magnetic Filters.
- the repair or replacement of any insulation jacket or immersion heaters.
- the repair or replacement of water circulating pumps that do not have a valve either side of the pump. This means that they cannot be removed without draining the system.
- pumps that have pipe work connections of one inch (2.5 cm) or bigger, or a motor rating of above 178 watts single phase.
- pumps installed in secondary or direct hot water systems.
- the repair or replacement of any designer or cast-iron radiators, nonstandard radiators, towel rails, or radiators greater than 1.5 metres (5 feet) in length.
- the replacement of steel pipes
- non-standard water cylinders, unvented cylinders or water tanks.
- · showers and their pumps.
- bath, sink or water basin taps.
- decorative parts, trims or casings.
- items that are designed to be replaced regularly when using the boiler, such as nozzles, fuses and filters etc.
- boilers with an output of more than 70 kilowatts per hour (238,850 BTU).
- the repair or replacement of parts that have failed because the manufacturer's operating instructions were not followed.
- the replacement of any parts that have not broken down.
- anything mentioned in the general exclusions.

# How we will deal with your claim

Please also refer to the Section "What to do if you need to make a claim".

When you call us, we will arrange for an approved contractor to assess the situation to:

- identify the cause of the breakdown; and
- carry out the necessary repairs to your boiler.

# How much will we pay

We will pay for all:

- call out charges;
- labour; and
- covered parts.

# Beyond economic repair

Where your boiler is deemed beyond economic repair, we will pay a contribution towards the cost of a new boiler being installed. Once you send us an invoice from a qualified Gas Safe Contractor upon installation of a new boiler, we will pay a contribution of £500, less any premium outstanding to us.

A boiler can be uneconomical to repair for a number of reasons. These include:

- The cost of parts (including VAT) to repair the main heating system is greater than 85% of the manufacturer's current retail price of a replacement or a similar model.
- It would cost more to repair the boiler than to replace it with a new one; or
- New, genuine parts are no longer available to our suppliers; or
- The type of fault which has caused the boiler to fail and the extent of the repairs which will be required to fix it; or
- Any repair is only expected to result in a temporary fix and other faults are likely to occur shortly afterwards.

Any decision regarding whether or not it is economical to repair your boiler will be made by our contractor, using their knowledge and experience of similar boilers and faults.

You may find another contractor who will be willing to repair your boiler and this is your choice. However, we would not be able to continue to insure your boiler, even if it has been repaired by someone else.

Where you have had a new boiler fitted, we will not be able to keep insuring this as it will be covered by a separate guarantee (provided by the manufacturer or fitter). No refund of any premium that you have paid us will be given.

# **Servicing Your Boiler**

You must make sure that your boiler is serviced regularly as recommended by the manufacturer. This will normally mean making sure your boiler is serviced at least once every year.

# What to do if you need to make a claim

If you or your nominated contact finds that you have to claim under this policy, you must call us straight away on the following emergency helpline:

# 01444 442668

If we cannot help resolve your problem over the phone, we will arrange for an approved contractor to visit you. Please note that you will have to pay any excess shown in your certificate before we can arrange this, so please make sure you have a valid debit or credit card available when you call us.

You must also tell the police as soon as possible about any damage caused by a break in or vandalism.

Major emergencies must be reported to your water, gas or electricity supplier and/or the emergency services.

Major emergencies include emergencies which may:

- result in serious danger to you or anyone else; or
- cause serious damage to your home or another property.

If there is no adult present when our Contractor arrives at your home at the agreed appointment time then you will be charged £20 plus VAT.

# What to do if you smell gas

SUSPECTED GAS LEAKS MUST ALWAYS BE REPORTED TO NATIONAL GAS EMERGENCY SERVICE ON 0800 111 999.

# **General conditions**

- 1. You must answer all questions about this policy honestly and fully at all times. You must also tell us straight away if anything that you have already told us changes. For example, you must tell us if you move home or buy a new boiler. If you do not tell us, your policy may be cancelled and any claim you make may not be paid.
- You must protect your home and try to prevent any loss or damage. You must keep your home in good condition and regularly carry out routine maintenance.
- 3. You must have your boiler and central heating system serviced annually or as often as the manufacturer recommends. You should keep a copy of service documents in case you need to make a claim.
- 4. If any claim under this Policy is in any respect fraudulent or unfounded, all benefit paid and/or payable in relation to that fraudulent claim shall be forfeited and (if appropriate) recoverable. We shall not be liable to you in respect of a relevant claim occurring after the time of the fraudulent act. For the avoidance of doubt, the rights and obligations of the parties to the contract with respect to claims occurring before the time of the fraudulent act are unaffected; and
  - We need not return any Premiums paid
  - We may share information about the circumstances with other organisations, public bodies, authorities and law enforcement agencies for criminal investigation.

If this insurance contract provides cover for any person who is not a party to the contract (an Insured Person), and a fraudulent claim is made under the contract by or on behalf of an Insured Person, We may exercise the rights set out as if there were an individual insurance contract between Us and the Insured Person. However, the exercise of any of those rights shall not affect cover provided under the contract for any other Insured Persons. Nothing in these clauses is intended to vary your statutory rights.

The policy relating to the insured who has committed the fraudulent act may be rendered as invalid. Where there are multiple insured individuals provided for under the policy and the fraudulent act is deemed to be isolated to the individual insured in question, the cover relating to other insured persons who remain on the policy shall remain unaffected.

- You must keep to all the conditions and endorsements of this policy. If you do not, we may not pay your claim.
- 6. If someone else is responsible, we may take court action in your name to recover any claims we have paid. We will pay for the cost of taking this action and it will be for our benefit.
- 7. You must tell us as soon as you know of a possible claim under your policy. If we let you use your own contractor, you must let us agree the total cost of repair before the work is started. You may need to pay for this work and claim the cost back from us. You must send us all the documents we need to deal with your claim. You will be responsible for any costs involved in doing this.
- 8. You must pay us back within one month of asking, any amounts that we have paid which are not covered by this insurance.
- You must tell us if any claim covered by this policy is also covered by any other insurance or maintenance contract, guarantee or warranty. You must give us full details of the other supplier and we will only pay our fair share of the claim.
- 10. You must let us check that your boiler and controls are in good working order at any time. We will give you as much notice as we can and agree a convenient time to call. If you do not let us inspect your boiler, we may not be able to continue with this policy.
- 11. The approved contractor may need to gain direct access to a hidden area to trace or resolve a problem. This may mean, for example, removing cupboards, tiles or plaster from walls in your home. You will need to agree to this work being done before we can continue with your claim. If you prefer, you can instead ask and pay for someone else to gain direct access. The approved contractor will return to deal with your claim once this has been done.

#### **General exclusions**

You are not covered for:

- Any loss, damage or breakdown that you knew about before this policy started.
- 2. Any costs that you expect us to pay if we have not agreed to them first.
- 3. More than our fair share of any claim that is also covered by another insurance or maintenance contract.
- 4. Any damage that may be caused to your home, its fixtures and fittings or its contents. This includes:
  - (i) redecorating your home;
  - (ii) restoring the building to its original condition;
  - (iii) replacing ceilings, flooring, plaster, tiles or carpets;
- 5. Any damage that is caused directly from tracing the problem or carrying out repairs. This exclusion will not apply if our approved contractor has been negligent.
- 6. The cost of matching or replacing any undamaged items, pairs or sets.
- 7. Any failure or damage that is caused deliberately.
- 8. Loss or damage where a utility company has interrupted or cut off the mains services to your home.
- 9. Any failure or damage that is caused by:
  - (i) negligence.
  - (ii) misuse; or
  - (iii) faulty workmanship, (including a repair or alteration that does not meet recognised industry standards).
- Any claim when your home has been left unoccupied for 60 days or more at one time.
- 11. Any claim arising out of
  - (i) War; invasion, act of foreign enemies, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power; riot or civil commotion.
  - (ii) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component thereof or contamination or poisoning due to the effects of chemical or biological and/or radioactive substances;
  - (iii) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
- 12. Any failure or damage that is directly or indirectly caused by:
  - (i) computer viruses; or
  - (ii) a computer or other electrical item not recognising a date as the actual date.
- 13. Any loss arising directly or indirectly from the services given, or a delay in providing the services. This exclusion will not apply if we have been negligent.
- 14. Costs to do with any other property or shared areas of your home (unless these are specifically shown as covered under this policy).
- 15. Any failure or damage arising from equipment that is not installed maintained or serviced as required by legislation.
- 16. Any claims if work recommended during an annual inspection or service has not been carried out. You will need to pay for this work to be carried out.
- 17. Any claim where there is only an intermittent fault or where no fault is found.

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- 18. Any work where a specialist contractor is needed, or where it would not be safe for our approved contractor to repair your boiler. For example, where asbestos is present, or during bad weather.
- 19. Any losses that are not listed under the heading "What is covered". For example loss of earnings because of a claim under this policy.
- 20. Any failure or damage caused by fire, lightning, explosion, storm, flood, earthquake, or collision.
- 21. Energy management systems and their controls (e.g. systems that monitor the amount of electricity or gas that you use).
- 22. The repair or replacement of parts that are covered by a supplier's guarantee or warranty.
- 23. Any breakdown caused by a design defect or fault.
- 24. Pollution which is the introduction into the environment of a substance which has detrimental effects as a result of a sudden, identified, unexpected and unforeseen accident.

- 25. Deliberate, reckless, malicious or criminal acts.
- 26. Any loss or damage that occurred prior to inception.
- 27. Any loss or reduction in value of the insured property following repair, reinstatement or replacement.
- 28. We shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose us to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where we transact business.