

Boiler Repair Insurance

Policy Terms and Conditions

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1. IMPORTANT INFORMATION

There are certain conditions and exclusions which limit **your** cover; please read the policy and policy **schedule** carefully to ensure it meets **your** requirements.

Your policy is a **boiler and controls repair** only policy and does not cover **you** for the replacement of the **boiler** or for **boiler** maintenance, both of which are **your** responsibility. While it is not a condition of **your** policy for **your boiler** to have had an annual boiler service completed, **you** are required to maintain the **boiler and controls** in good working order. **We** reserve the right for the **engineer** to refuse a **repair** where the **breakdown** is due to the lack of maintenance.

Where **we** are unable to **repair** the **boiler** or where **we** do not fix a **breakdown** because the **cost of repair** exceeds £500 (including VAT charged at the relevant rate at the relevant time), **we** will cancel **your** policy and settle the claim for the lowest of:

- a. The aggregate **payments you** have made in the twelve months to the date of cancellation;

- b. The **payments you** have made since **your** policy was reinstated if **you** have failed to pay a **payment** when due;
- c. The **payments you** have made since the last **repair** was completed under **your** policy.

We hope **you** are happy with the cover this policy provides. It is important that **you** read these terms and conditions carefully, together with **your schedule**, as they form the basis of **your** policy with **us**. If **you** have any questions or anything is incorrect please call **our** administrator, **ScottishPower** on 0800 001 5137. Lines are open Monday to Friday 8am to 8pm and 8am – 5pm on Saturdays. **ScottishPower** administers the policy, manages all claims and holds premiums, refunds and any claims monies on behalf of the **insurer**. **ScottishPower** therefore cannot give **you** independent advice. To improve the quality of **our** service, calls to **ScottishPower** may be recorded.

If **you** decide this insurance does not meet with **your** requirements, **you** may cancel the policy. If **you** cancel within 14 days of the issue date (or, if later, the date **you** receive the contractual terms and conditions and any other pre-contractual information required by the rules of the Financial Conduct Authority), **we** will refund any **payment you** have paid.

Your Policy has been arranged by ScottishPower Energy Retail Limited and is underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. ScottishPower Energy Retail Limited (company number SC190287) whose registered office address is 320 St. Vincent Street, Glasgow G2 5AS is an Appointed Representative of UK General Insurance Limited.

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 their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

2. DEFINITIONS

The following words shall have the meanings given below wherever they appear in bold.

Boiler and Controls - A natural gas central heating boiler installed within the **home** and the pump, thermostatic valves, motorised valves, cylinder thermostat, and the time, pressure and temperature controls.

Breakdown - A mechanical or electrical malfunction (which is not a reoccurring or intermittent fault capable of **repair** under the terms and conditions of this policy) which results in the **boiler** and / or **controls** in **your home** no longer working in accordance with the manufacturer's specification and requiring a **repair** which is not covered by a manufacturer's, supplier's or installer's guarantee or warranty.

Call Out - A request for a **repair** from **you** to **ScottishPower**, following a **breakdown** of the **boiler** and / or **controls**.

Cost of Repair - **ScottishPower's** assessment of the likely open market cost, including VAT charged at the relevant rate at the relevant time, of making a **repair**, including all **call out** and labour charges and costs of replacement parts, if carried out by a suitably qualified and competent **engineer**.

Engineer - A Gas Safe registered tradesperson approved by **us** and instructed by **ScottishPower** to undertake a **repair** under the policy.

Excess – The amount **You** will be required to pay towards each accepted claim **You** make under this policy, the details of the amount **you** have agreed to pay before the **engineer** will attend will be shown on **your** policy **schedule**.

Excluded Period - A period expiring on the date which is the latest of the following dates:

- a. The **start of cover date** of **your** policy;
- b. The date which is 21 days after the date **your home** is no longer classed as being **unoccupied**.

Excluded List – A list of **boilers** which are not acceptable for coverage under this policy as posted on **ScottishPower's** website www.scottishpower-boilercare.co.uk at the date **you** applied for the policy

Home - A domestic dwelling including integral garage which is **your** permanent private place of residence for which **you** have provided the address details as shown on the **schedule** and which is:

- a. Situated in England, Scotland or Wales
- b. **Your** principal and main residence and
- c. Has a maximum of 5 bedrooms.

Issue Date – The day **your** policy was sold to **you** as shown in the **schedule**.

Payment(s) – The agreed amounts payable by **you** as shown in the **schedule**.

Repair - The work undertaken by the **engineer** during a **call out** to return the **boiler** and / or **controls** to working order following a **breakdown**.

Schedule - The document sent to **you** confirming the **issue date**, whether this is an annual or monthly policy, details of the **insured**, the **home**, the **payments** and when they are due, the **excess** (if any) and the make of **boiler**.

ScottishPower – The administrator of **your** policy. **ScottishPower** is a trading name of ScottishPower Energy Retail Ltd, 320 St. Vincent Street, G2 5AD.

Start of cover date - The date which is the later of:

- a. 21 days after the **issue date** or
- b. The date **you** have selected for **your** direct debit **payment** to be made.

Unoccupied - Where no one has resided in the **home** for a period exceeding 30 consecutive days.

We, Us, Our, Insurer - UK General Insurance Limited on behalf of Great Lakes Insurance SE. UK General Insurance Ltd is an agent of Great Lakes Insurance SE and in the matters of a claim act on behalf of Great Lakes Insurance SE.

You, Your, Insured - The person(s) named on the **schedule** along with any other permanent members of the household.

3. WHAT IS COVERED AND HOW TO ARRANGE A REPAIR

In the event of **you** notifying **ScottishPower** of a **breakdown** we will, subject to the terms and conditions of this policy, arrange a **repair** where the **breakdown** first occurs after the **excluded period**.

Telephone **ScottishPower** on:

0800 040 7181. Lines are open 24/7, 365 days a year

ScottishPower will:

- a. Confirm the details of **your** policy with **you**. Please ensure **you** have **your** policy document with **you** when contacting **ScottishPower**;
- b. Discuss the details of the fault with **you** to assist in assessing the nature of the fault. In some instances, it may be possible to provide assistance without sending an **engineer**;
- c. Arrange a day and time for an **engineer** to visit **your home**, where the fault cannot be rectified over the phone. **ScottishPower** and the **engineer** will have the discretion as to when and how work is undertaken. This will be based on the details provided by **you**. Whilst **we** will make all possible efforts for the **engineer** to attend at the time agreed, there may be circumstances which prevent an **engineer** attending at or soon after the agreed time, in which case **we** will contact **you** to make an alternative appointment;
- d. Collect any **excess** due from **you** for the **call out**.

All requests for a **repair** must be made through **ScottishPower**. If **you** make any arrangements through any other person, **we** will not meet the cost of any claim.

Where a valid claim is made, **we** will pay all costs relating to the **repair** to the **engineer**. **You** are responsible for paying the **excess** when **you** request the **repair**.

Our commitment to **you** under this policy is (subject to the terms of this policy including the exclusions set out in section 4) to **repair** a **breakdown**, provided the **cost of repair** does not exceed £500 (including VAT charged at the relevant rate at the relevant time).

We are not liable for any other loss which **you** may suffer as a result of any **breakdown**.

4. WHAT IS NOT COVERED

We do not cover

- a. A **breakdown** where the **cost of repair** exceeds £500 including VAT charged at the relevant rate at the relevant time;

- b. Any **breakdown** where the **engineer** is unable to **repair** the **boiler** due to the **engineer** being unable to obtain the spare parts required to complete the **repair**;
- c. The cost of a replacement **boiler** or the cost of labour to replace the **boiler**;
- d. Reoccurring or intermittent faults, where the **engineer** has previously attended and issued a report to **ScottishPower** stating the fault is not a **breakdown** as defined under the policy;
- e. A **boiler** fitted within a dwelling with more than 5 bedrooms or in a property which is not a private domestic dwelling which is **your** principal place of residence;
- f. Adjustments that would reasonably be expected to be made by **you** e.g. lighting of the **boiler** or re-setting of **boiler's** time or temperature controls or the correct operation or routine adjustment of time or temperature controls;
- g. Any **repair** which requires the removal of asbestos in order to complete the **repair**;
- h. Clearing of airlocks, de-scaling or any work arising from hard water scale deposits, including de-sludging or the effects of mineral build up within the heating system which restricts the flow of water or results in corrosion within the system;
- i. Any **repair** to a **boiler** or its **controls** that has been on **our excluded list** since the issue date;
- j. Any defects or inadequacy attributable to the original design or method of construction or installation of the **boiler** or of the central heating system;
- k. Any part of the central heating system, other than the **boiler and controls**;
- l. The fabric of the **home** including pipe work or flue work buried in it;
- m. Any **breakdown** occurring from a failure or disconnection of public electricity, gas or water supply or from a gas leak;
- n. Flue integrity or repairing or replacing flues that aren't part of **your boiler**;
- o. **Breakdowns** arising:
 - i. from circumstances known to **you** prior to the **issue date**;
 - ii. while the **home** is **unoccupied**; or
 - iii. from any wilful or malicious action, negligence, misuse or third party interference;
- p. **Breakdowns** caused by **your** failure to carry out any remedial work or recommendations made by an **engineer** relating to a previous **call out** and the **engineer** told **you** and **ScottishPower** that remedial work should be undertaken;
- q. **Breakdowns** caused by accident, fire, lightning, explosion, flood, storm, tempest, impact, subsidence or building works.
- r. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage

to property by or under the order of any government, local or public authority, terrorism.

- s. Any direct or indirect consequence of:
 - i. Irradiation, or contamination by nuclear material; or
 - ii. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - iii. Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- t. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.
For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.
For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

5. ACCESS TO YOUR HOME AND BOILER

It is **your** responsibility to ensure the **engineer** can gain access to **your home**. If access is not possible **we** will contact **you** to arrange another appointment. **We** reserve the right to charge **you** a **call out** charge if there is no-one at **home** when the **engineer** attends at the pre-arranged time.

Once at **your home** the **engineer** requires full access to **your boiler** in order to assess the problem or make a **repair**. If full access is not available, for instance the **boiler** has been boxed in by a cupboard, **you** or the **engineer** will need to create access. If **you** want **our engineer** to do this, **you** will be asked to confirm it in writing while the **engineer** is at **your home** and the cost of creating access will be included in assessing the **cost of repair**. Please note that **we** will not be liable for any damage or redecoration required as a result of the **engineer** creating access to the **boiler**.

If **you** do not want **our engineer** to create access, **we** will be unable to progress **your repair** and will not re-attend until **you** have arranged for access to be made and the **cost of repair** shall be calculated on the basis of the combined assessed cost of the initial visit and the re-attendance.

6. MAINTAINING COVER UNDER YOUR POLICY

Where **you** have opted to pay **your payment** by monthly or an annual direct debit **ScottishPower** will collect **your payment** from **your** bank account on an agreed date and subject to the successful collection of **your payment**, **we** will provide the cover detailed in this policy wording. Cover will automatically continue until either **you** or **we** cancel the policy. A **breakdown** within the **excluded period** is not covered by this policy.

Where **you** have opted to pay by annual direct debit **ScottishPower** will write to **you** four (4) weeks prior to the end date of **your** policy to confirm their intention to renew **your** policy. **ScottishPower** is not obliged to offer renewal of **your** policy in-line with section 13 "Cancelling Your Policy". Where **your** policy is renewed **we** will remove any **excluded period** from **your** renewal policy.

Should **you** fail to make a **payment** when due **we** will make a second attempt to make collection of **your** direct debit, should **we** be unable to collect **your** direct debit **we** will cancel **your** policy and cover will cease from the date the **payment** should have been made.

7. REPLACEMENT OF PARTS OR COMPONENTS

We reserve the right to use replacement parts of similar specification supplied from third parties instead of parts sourced from the manufacturer or their approved suppliers. **We** are not responsible for any loss, damage or inconvenience resulting from a delay in obtaining or receiving delivery from the relevant supplier of any spares.

Where replacement parts have to be ordered **we** will keep **you** informed and when replacement parts are received, **we** will contact **you** to arrange a suitable time slot for the **engineer** to attend. **You** should make sure that the **engineer** can get access to carry out the **repair**. If **we** cannot get a replacement part needed to carry out a **repair**, **our** liability will cease and **we** will cancel **your** policy.

8. CONDITIONS

- a. The rights given under this policy cannot be transferred to anyone else;
- b. **You** must give full access to enable repairs to be carried out and follow advice from the **engineer** and/ or **ScottishPower**;
- c. **You** must maintain **your Boiler** and **Controls** in good order;

- d. **You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:
- i. Supply accurate and complete answers to all the questions **we** or **ScottishPower** may ask as part of **your** application for cover under the policy;
 - ii. To make sure that all information supplied as part of **your** application for cover is true and correct;
 - iii. Tell **us** of any changes to the answers **you** have given as soon as possible. Failure to provide answers in-line with the requirement of that Act may mean that **your** policy is invalid and that it does not operate in the event of a **breakdown**.

9. PAY ON USE

Should a fault occur that is not covered under **your** policy **we** may be able to arrange for an **engineer** to attend **your home** but **you** will be responsible for all costs involved. The use of this service does not constitute a **call out** under **your** policy.

10. APPLICABLE LAW

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within Great Britain in which **your** home is situated.

All communications and policy documents will be in English unless otherwise agreed.

11. SPECIAL NEEDS

This information can be supplied in large print, Braille or audio on request.

12. CHANGES TO YOUR POLICY

We have the right to change the terms of **your** policy where **we** wish to change the terms of **your** policy **we** will write to **you** and tell **you** about any changes giving **you** not less than 30 days prior notice of the change taking effect.

We will not increase the amount of **your payment** more than once in any twelve month period except to the extent an increase in the rate of insurance premium tax affects the amount of **your payment**.

13. CANCELLING YOUR POLICY

We are entitled to cancel **your** policy:

1. By giving **you** at least one month's notice of cancellation.
2. Immediately if circumstances arise (including health and safety issues) which make it inappropriate for the policy to continue.
3. Immediately if **you** have at any time:
 - a. Given **us** false or incomplete information;
 - b. Agreed to help anyone try to take money from **us** dishonestly; or
 - c. **failed** to act openly and honestly towards **us**;
 - d. Under the provisions of section 6, where **you** fail to make a **payment**.

We shall also cancel **your** policy in accordance with the provisions of section 1 where **we** are unable to **repair** the **boiler** or where a **breakdown** is not fixed because the **cost of repair** exceeds £500 (including VAT charged at the relevant rate at the relevant time) in which case **you** will be entitled to such refund of **payments** (if any) as is the lowest of:

- a. The **payments you** have made in the twelve months to the date of cancellation;
- b. The **payments you** have made since **your** policy was reinstated if **you** have failed to pay a **payment** when due;
- c. The **payments you** have made since the last **repair** was completed under **your** policy.

You may cancel **your** policy at any time by giving notice of cancellation to **us**. If **you** pay by monthly direct debit **we** will cancel **your** policy when **you** notify us, **you** will not be entitled to any refund. If **you** pay by direct debit less frequently, **we** will cancel **your** policy when **you** notify us and **we** will refund that part of any **payment you** have paid in advance which is proportionate to each complete month that **payment** was to have covered which fall after the date of cancellation.

14. MAKING YOURSELF HEARD

It is **our** intention to give **you** the best possible service but if **you** do have questions or concerns about this insurance or the handling of a claim **you** should contact:

ScottishPower

ScottishPower Energy Retail Ltd, Section
25, PO Box 7111, Cathcart Business Park, Cathcart,
Glasgow G44 4BE
0800 001 5137
Homecomfort@scottishpower.com

Please ensure **your** policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
Exchange Tower
London
E14 9SR

Telephone Number: 0300 123 9123

Email: complaint.info@financial-ombudsman.org.uk

This complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

15. COMPENSATION SCHEME

Great Lakes Insurance SE, is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

16. YOUR PERSONAL INFORMATION

Information about **you** and **your** policy may be used by:

ScottishPower Energy Retail Limited trading as **ScottishPower**, and its agents and/or contractors and UK General Insurance Limited on behalf of Great Lakes Insurance SE (the **Insurer**).

Any information provided to **Us**, the **Insurer** and/or **ScottishPower** will be processed in compliance with the provisions of the Data Protection Act 1998 for the purpose of providing insurance and handling claims and for related purposes (as set out below). **You** should note that this may necessitate providing such information to third parties acting on behalf of **Us**, the **Insurer** and/or **ScottishPower** for these purposes.

Your information is used only insofar as necessary in respect of the different functions of the above parties, as set out below.

ScottishPower records information about **you** relating to the sale of **your** policy, the administration of **your** policy, including billing, customer service and complaints, and for marketing purposes, including keeping a record of **your** contact preferences. Where **you** have agreed to receive marketing communications from **ScottishPower**, **you** can change **your** mind at any time.

ScottishPower may also use **your** information for the purpose of market research and analysis and for demonstrating and testing computer systems. However, as far as possible, **ScottishPower** will anonymise or aggregate **your** information before using it for these purposes.

Your data may also be used for other purposes for which **you** give **your** specific permission or, in very limited circumstances, when required by law, or by a regulatory body. **ScottishPower** will seek to provide anonymised or aggregated data but there may be circumstances where it is necessary to provide personal information and in those circumstances **ScottishPower** shall do so.

ScottishPower Energy Retail Limited is an Appointed Representative of UK General Insurance Limited for the sale and administration of **your** policy. UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. **Your** information may be passed to UK General Insurance Limited insofar as it is necessary for ScottishPower Energy Retail Limited to demonstrate compliance with its obligations as an Appointed Representative of UK General Insurance Limited.

Information about **you** and **your** policy may also be passed to the **Insurer**. The **Insurer** requires this information for underwriting purposes and also in connection with any claims made. The **Insurer** has contracted with **ScottishPower** to conduct functions in relation to **your** policy on their behalf.

ScottishPower will use information about **you** for these purposes but only insofar as instructed to do so by the **Insurer**. **You** may be asked to provide information about **your** health. This will be used where there is any information that indicates **you** may be especially vulnerable in the event of a **breakdown**. **ScottishPower** may disclose this information for relevant purposes to other support organisations if **ScottishPower** believe that it is in strongly in **your** interests to do so. **You** consent to information about **your**

health being used for these purposes. **You** may withdraw consent at any time but if **you** do so, **ScottishPower** will be unable to use the information to **your** benefit.

You agree to such information, and other information about **you** and **your** policy, being used for the purposes set out above by the parties described above. In addition, where necessary, any of that information may be passed to other insurers, industry governing bodies and regulators to process **your** insurance, handle claims and prevent fraud.

Your information may be passed to other countries located outside the European Economic Area, some of which may have limited or no data protection laws. Where that is the case, steps will be taken to ensure **your** information remains secure at all times. **We** may also send the information in confidence for processing to other companies acting on our instructions including those located outside the European Economic Area.

You may access **your** records at any time on payment of a small fee. To access any information held about **you** relating to the sale of **your** policy, billing, customer service, complaints, payments made or claims information, please contact The Data Protection team, marking the envelope Private and Confidential to: ScottishPower Energy Retail, 320 St Vincent Street, Glasgow, G2 5AD or alternatively send an email to: DataProtection@ScottishPower.com