

# EDF ENERGY BOILER PROTECT CONTRACT OF INSURANCE



EDF Energy Boiler Protect is provided by Intana

## Welcome to your Boiler Protect Cover

Thank you for taking out EDF Energy Boiler Protect. 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 us on 01444 442879.

## If You Are Deaf Or Hard Of Hearing

The following SMS number is available for deaf, hard of hearing and speech impaired customers - 07786 202672.

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

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.

## Making a claim

To make a claim, please check all your documents to make sure you are covered. Then telephone 0800 082 3426 straight away. To speed up your claim, please make sure you can provide:

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

## 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 Gas Safe engineer who we regularly check and have agreed can repair your boiler.
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.
Emergency	means a sudden or unexpected event at your home which, if not dealt with straight away will: <ul style="list-style-type: none"><li>• be a risk to your health,</li><li>• make your home unsafe or insecure,</li><li>• cause damage or more damage to your home or its contents, or</li><li>• leave your home without main services or your main source of heating.</li></ul>
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.
Endorsement	means a change to the policy which we write and tell you about.
Excess	means the amount of money you must pay as the first part of each and every claim
Geographical Limits	means the mainland of England, Scotland, Wales and Northern Ireland plus the Isle of Wight, the Isle of Man and the Channel Islands.
Home	means the building shown on the certificate that you have told us is where you live most of the time; and used only or mainly for your domestic needs.
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 start date and end date.
Policy	means this document along with the most recent certificate and any endorsements.

Premium	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 that this policy does not cover normal day-to-day maintenance. You will have to pay for regular servicing of your boiler (other than in the first period of insurance) and to replace items which normally wear out.

This is an assistance policy that protects homeowners in case their boiler or its controls stop working and need to be repaired. 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 boiler safe.

We will give this service at any time:

- during the period of insurance; and
- within the Geographical Limits; and
- 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 The 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. Wherever possible, we will 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](http://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 all the money you have paid; and
- take off any claims payments we have made.

### How to cancel your policy

If you want to cancel your policy, please call us on 01444 442879, email us at [edfenergy@intana-assist.com](mailto: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.
- because we are no longer able to service or source genuine, new replacement parts for your boiler

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 442879.
- by email – send an email to [quality@intana-assist.com](mailto:quality@intana-assist.com).

When we receive your complaint:

1. 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](http://www.financial-ombudsman.org.uk)

## Financial Services Compensation Scheme

This refers to the insurer in the event of it failing and being unable to pay claims - as GLISE is a German company with only a branch presence in the UK, do we know whether it has paid EEA top ups to belong to the scheme?

See info about top ups in the link provided - <https://www.fscs.org.uk/what-we-cover/insurance/eea-top-ups/>

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](http://www.fscs.org.uk).

## Policy cover

Boiler Protect

### What is covered

If your boiler, or controls break down, we will 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.

## What is not covered

We will not cover

- any boiler that was eleven or more years old when you took out this policy for the first time.
- the excess shown in your certificate.
- a breakdown which happens before the policy starts or within 14 days of taking out this policy for the first time.
- 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.
- 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.
- any work to repair damage caused by rust, sludge, hard water scale, corrosive water or water with a high chemical content.
- 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 to service or replace MagnaClean Magnetic Filters.
- 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 internal or external pipework (except where this is inside the boiler casing).
- water cylinders, unvented cylinders, water tanks or expansion tanks.
- decorative parts, trims or casings.
- boilers with an output of more than 70 kilowatts per hour (238,850 BTU).
- items that are designed to be replaced regularly when using the boiler, such as nozzles, fuses and filters, etc.
- 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

When you call us, you will need to pay any excess shown in your certificate. We will then 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
- 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.

## In the first year

Your policy includes an annual gas boiler service in the first year, which will be completed in accordance with current Gas Safety Regulations and the manufacturer's instructions. Please make sure you have the manufacturer's instructions available when the contractor attends your property. Your annual service will usually be completed between April and September and will be normally be carried out between 9.00am and 5.00pm Monday to Friday. If this is not convenient, it may be possible to arrange an alternative time, however you may be charged extra to service your boiler, controls and system at other times.

If during the annual service the contractor advises us that it is no longer possible to source genuine, new replacement parts and we will be unable to continue to offer cover, your policy will be cancelled and a proportionate refund will be allowed.

## After the first year

You are responsible for arranging and paying for all other servicing of your boiler and any replacement parts that may be needed when this service is carried out. If you ask us to, one of our approved contractors can carry out the service for you, but you will have to pay for this. We will tell you how much this will cost if you call us.

If during the service the contractor advises us that it is no longer possible

to service the boiler or source genuine, new replacement parts, we will be unable to continue to offer cover, your policy will be cancelled and a proportionate refund will be allowed.

## The first service includes

- A visual inspection of the gas central heating system for leaks and corrosion and check to make sure they are operating correctly and safely;
- A flue test to make sure there are no unsafe emissions;
- A gas pressure check to ensure the boiler has the correct gas pressure.

## At all times

You must make sure that an adult is present while the approved contractor services your boiler. If an adult is not there, your boiler will not be serviced and you will have to make a new appointment. If this happens, you will have to pay the full cost of this new appointment.

## 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:

**0800 082 3426**

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 the 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.

If there is no adult present when our approved contractor arrives at your home at the agreed appointment time, 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.
2. 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.

5. 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.
9. 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:

1. 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 gas, water or electricity supplies 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).

10. Any claim when your home has been left unoccupied for 90 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.
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.
18. Any further investigation (such as CCTV) where the problem that caused you to claim has been dealt with.
19. 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.
20. Any losses that are not listed under the heading "What is covered". For example loss of earnings because of a claim under this policy.
21. Any failure or damage caused by fire, lightning, explosion, storm, flood, earthquake, or collision.
22. Energy management systems and their controls (e.g. systems that monitor the amount of electricity or gas that you use).
23. The repair or replacement of parts that are covered by a supplier's guarantee or warranty.
24. Any breakdown caused by a design defect or fault.
25. 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.
26. Deliberate, reckless, malicious or criminal acts.
27. Any loss or damage that occurred prior to inception.
28. Any loss or reduction in value of the insured property following repair, reinstatement or replacement.
29. 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.