

# Boiler Insurance

## Terms and Conditions



Provided by



Domestic  
& General



SCOTTISHPOWER



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## Boiler Insurance Terms and Conditions

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# Boiler Insurance Policy Terms and Conditions

**It is important for your benefit and protection that you read these terms and conditions. These and your certificate, and any changes we notify you about, form your agreement with us.**

## Section 1: Definitions

**boiler:** the single mains-connected natural gas boiler protected by this policy, as shown on your certificate (this only includes the parts inside the boiler casing; it does not include the flue). It cannot be a warm air unit, electric boiler or combined heat power unit. Your boiler must not be a commercial or industrial grade boiler, such as one with more than 200,000 BTU/HR 66.36K input.

**controls:** the programmer (time control), central heating circulating pump, motorised valve(s), zone valves or diverter valves, room thermostat and the cylinder thermostat. All elements of the controls must be standard.

**policy:** this contract of insurance.

**product:** the boiler and its controls. If you have a Boiler & Radiator Insurance policy, your product also includes the system.

**ScottishPower:** ScottishPower Energy Retail Limited, a company registered in Scotland under company no. SC190287 with its registered office at 320 St. Vincent Street, Glasgow, Scotland G2 5AD.

**system:** the radiators (excluding decorative or curved ones), radiator valves, expansion tank, the accessible and visible pipework directly associated with the provision of central heating (excluding any taps and their direct supply) and vented hot water cylinders holding less than 40 gallons or 182 litres. The system does not include thermal stores, their feeds, outlets or controls.

**thermal store:** cylinders running directly off mains pressure water, and not from a cold-water storage cistern/tank, and can often be identified as a cylinder which is not open to the atmosphere.

**we/us/our:** Domestic & General Insurance PLC, the provider of the policy. Registered in England and Wales. Company No. 485850. Registered office: Swan Court, 11 Worple Road, Wimbledon, London SW19 4JS.

**you/your:** the person named on your certificate.

**your certificate:** the personalised section of your welcome letter, sent to you once you have taken out a policy or at renewal.

## Section 2: Introduction to Boiler Insurance

### Is this policy for you?

You must be at least 18 years old and resident in the United Kingdom to be eligible. Your boiler must be:

- owned by you;
- in good working order and under 15 years old when you take out the policy;
- located in the United Kingdom; and
- used for personal and non-business purposes only; and
- not located in postcode areas WC1, WC2, EC1, EC2, EC3 or EC4 (unless otherwise agreed with us in writing).

Neither the boiler nor the controls can be of a commercial or industrial grade, such as having more than 200,000 BTU/HR 66.36K input. Your product cannot be located on a boat or in a mobile home. It cannot be a warm air unit; electric, LPG, solid fuel or oil boiler or combined heat power unit.

### Important conditions

- All information you give must be true, factual and not misleading.
- Your product must have been installed, maintained and used in accordance with the manufacturer's instructions.
- Your product must be used in a private home, solely occupied by a single household (at the address you gave to us).

### Your responsibilities

- If your product breaks down or malfunctions, you must take reasonable steps to limit damage, e.g. stop using it if this is likely to cause further damage.
- You must pay the premium when it falls due.
- You must arrange any work required to make your product accessible and compliant with all relevant safety standards and safe to work on (as determined by our service technician). We will not do any work where these standards are not met. For example, where there is a pest infestation or if hazardous material is present you will need to arrange for this to be safely removed. You must take reasonable care of your product. This includes caring for it in line with the manufacturer's instructions and not allowing it to be subject to adverse weather conditions.
- You must ensure someone 18 or over is home for when you have booked the annual service or repair visit. If our service technician is not able to carry out the repair visit because no one is home, you may be charged an excess.
- You must ensure that legal parking is available within 100 yards of your home when you have booked an onsite visit. This means for example providing parking permits if there are restrictions to on-street parking or providing a dedicated parking spot.

## Section 3: The cover and claiming

### What this policy covers

Please note, for the first thirty (30) days following your application date you will not be able to claim under the policy. This is your 30 day wait period. We can provide the details of a repairer in your area, but any charge for work carried out cannot be reclaimed from us.

### Breakdown

If your product suffers a mechanical or electrical breakdown after the end of the manufacturer's parts and labour guarantee period, we will (at our option) authorise a repair, provide a replacement boiler worth up to £750 or pay a contribution towards the cost of a replacement product of the same or similar technical specification (up to a maximum of £750).

### Territorial limits

Your product is covered for claims that occur in the United Kingdom.

### How to make a claim

To request a repair please contact us as soon as possible by telephoning ScottishPower on 0800 027 7788.

Some Boiler Insurance policies also require you to pay an excess for repair visits. If this applies to the policy you have selected, the amount of the excess will be set out in your welcome letter. If you have purchased a policy with an excess, you must pay this before a repair visit can be arranged. The excess is not payable if you require a second repair visit within 30 days of a previous visit.

### The repair limit

In each year of your policy, the most we'll pay in total for repairs we approve is £1,500, this is the repair limit.

### Repairs information

Where we authorise a repair we will pay call-out charges, the cost of labour and the cost of parts (as long as these are not covered by another guarantee or warranty on the product). Only service technicians approved by us are authorised to carry out repairs under this policy, unless we agree otherwise in advance. Repairs will be carried out within the service technician's normal working hours (which are at least Monday to Friday 9am to 5pm, except for public holidays) on a date agreed with you. Please have your policy documentation to hand when the service technician arrives.

If we authorise a repair but are unable to find a service technician, we'll permit you to use your chosen service technician. They must be Gas Safe registered for the relevant product. You will have to pay them and claim the cost back from us. Please keep a copy of your invoice to send to us.

If we permit you to use your chosen service technician and the proposed repair is estimated to cost more than the repair authority limit of £200, then you must ring the repair authority line on 0800 597 8580 for an authority number before work starts.

## **Safety message**

If our service technicians find that your product is unsafe (and, if relevant, it cannot be immediately repaired) they'll label it and with your permission condemn it (and disconnect/isolate it), and it must not be used again until the fault has been corrected. This is extremely important for the safety of those at the property.

Note all the service technicians we use for the policy will be Gas Safe registered.

## **Replacements**

1. If a repair is approved on your product, but we are not able to repair it, or we decide that it is uneconomical for us to repair it (because for example the repair would cost more than the lesser of (i) the repair limit or (ii) the price of a new boiler), we will arrange to provide you with a new boiler up to a value of £750. Subject to availability and the price limit, the replacement will be of the same or similar technical specification.
2. If we cannot reasonably arrange a replacement, we will provide a contribution up to £750 towards a replacement of the same or similar technical specification instead.
3. Under this policy, we will not be responsible for any installation or delivery costs. We will also not pay for a replacement flue if this is needed for the new boiler or any upgrading costs associated with the new replacement boiler.

## **What happens if your product is replaced?**

If we arrange a replacement or alternatively give you manufacturer credit or vouchers, your policy will end immediately. No premium paid will be refunded.

## Section 4: Premium, duration and cancellation

### Paying your premium

1. You must pay the premium (inclusive of all applicable taxes) by Direct Debit in accordance with the 'Your payment details' set out in your policy documentation. If we are unable to collect a payment from your bank we may attempt to request payment again unless you advise us otherwise.
2. We will collect the payment for the first month of the policy 30 days (or the next working day if a weekend or bank holiday) after the purchase date and payments for all subsequent months will be collected every 30 days (or the next working day if a weekend or bank holiday) from then on.
3. The premium payable is fixed for the first year of cover. In the future it may increase. In all cases, we will write to you to give you 30 days' notice of any increase in the premium and you can notify us within that notice period if you wish to cancel. The notice will show the new amount to pay.
4. We may use a collection agency to recover any amount owing to us.
5. If you do not pay for your policy on time, it will be suspended from the due date. Any claims past this date will not be considered for approval unless payment is received. If we do not receive payment from you within 2 weeks, we may cancel your policy immediately and we will notify you in writing. You will not be entitled to any refund of payments you have made prior to this cancellation.

### Duration of the policy

Your policy will start after the 30 day wait period has ended. In all cases the start date is specified in your certificate. The policy then continues indefinitely until cancelled or brought to an end in accordance with these terms and conditions. We will contact you by post, telephone, email or SMS every 12 months to remind you of the benefits and cost of your protection.

### Cancellation and ending of the policy

#### Cooling off period – Changing your mind

1. The 'cooling off period' is the fourteen (14) day period from receipt of your documentation or from the policy start date, whichever is later.
2. If you change your mind during the cooling off period, you can cancel your policy and you'll receive a refund of any premium paid.
3. If your policy automatically ends or is cancelled by us, these rights do not apply (see 'Our right to cancel your policy or bring it to an end' below).

#### After the cooling off period

If you cancel your policy after the cooling off period, your policy will remain in place until the end of the period for which you have already paid and you will not receive any refund.

#### Our right to cancel

If at any time your product is replaced or you receive a settlement towards a replacement from us, your policy will automatically end and no refund will be due (see 'What happens if your product is written-off?' above).

If we have reasonable grounds to believe that you have (or anyone acting for you has) claimed



under this policy knowing the claim to be dishonest, exaggerated or fraudulent, then we may cancel this policy immediately without any refund of premium or excess (see 'Fraudulent activity' below).

We may cancel this policy where there is a valid reason for doing so by giving you at least 7 days' written notice to the address you have given us. Valid reasons include but are not limited to the following:

- Where you fail to comply with certain conditions (see 'Important conditions' above);
- Where you fail to pay for the policy (see 'Paying your premium' above);
- where we have reasonable grounds to believe you have (or anyone acting for you has) engaged in fraudulent activity against us or our service providers and/or provided us with false information with respect to another policy you hold or have held with us (see 'Fraudulent activity' below); or
- Where you have used threatening or abusive behaviour or language towards our staff or suppliers.

If we cancel your policy using this provision, you will receive a pro rata refund of the premium paid for the remaining unexpired days of your policy.

## Section 5: Exclusions and standard terms

### General exclusions

We shall not be liable for:

- damage of any kind to the product;
- claims where you have breached the important conditions or failed to comply with your responsibilities set out in this policy;
- any breakdown cost already covered by any manufacturer's, supplier's or repairer's guarantee or warranty on the product;
- replacement or recall of the product (or any part) by a supplier or the manufacturer;
- modifying or making the product comply with legislation, work on the product that is only required due to legislation changes or making it safely accessible;
- your failure to follow the manufacturer's instructions;
- any problem with the supply of electricity, gas or water;
- routine maintenance, cleaning and servicing;
- costs or loss arising from not being able to use your product (e.g. hiring a replacement), or incidental costs caused by breakdown or repair (e.g. costs to remove or reinstate built-in or fitted equipment);
- damage to any other property or possessions, unless it is our fault;
- any loss, damage or impairment to functionality caused by: theft, attempted theft, neglect, deliberate damage or damage caused by animals (other than pet cats or dogs), plants or trees;
- any loss, damage or impairment to functionality caused by: earthquake, flood, lightning, fire, wind, humidity, weather conditions, salt spray, storm or other natural events or catastrophes, abnormally high or low temperatures, plumbing problems, corrosion, chemical exposure, radiation, explosion, sabotage, terrorism, insurrection, revolution, war, riot, armed conflict, civil commotion, rebellion, man-made events or catastrophes or technological hazards (such as computer viruses or date-change faults);
- repairs, maintenance work, or use of spare parts, where not authorised by us;
- the cost of replacing any consumables (such as external fuses, batteries, seal/gaskets or fuel);
- the cost of replacing any accessories (such as attachments, cables and cable joints, plugs, light covers, filters, removable parts, catalytic panels, external piping, starter connections and straps);
- data loss or corruption, installing, modifying and upgrading software, the resolution of any software interface problems;
- repairs required where the product is functioning within the manufacturer's tolerances; and
- software interface problems.

## Special exclusions

In addition to the 'General exclusions' above, the following are excluded from the policy, and we will not pay for repairs which relate to:

- Any work arising from hard water scale deposits (i.e. calcium).
- Magnetite, sludge or blockages (including carrying out a power flush) or servicing, clearing, replacing or repairing magnetic filtration devices.
- Normal operation or adjustment of the product controls (except following an approved repair under this policy).
- Any water pressure adjustments on sealed systems, the clearing of airlocks or the balancing and venting of radiators (except where the system is protected by the policy).
- Work on anything not part of the product, for example warm air units, electric boiler or combined heat power units, non-accessible or non-visible pipework, energy management systems, unvented pressurised cylinders (thermal stores), convector heaters, kick space heaters, curved/angled radiators (for bay windows etc.), towel heaters/rails, underfloor heating, heat pumps, shower pumps, immersion heaters, solar panels, fuel lines to the heating equipment and the flue systems from the heating equipment, the cold water supply tank, its feed or outlet, taps, any pipework, controls or other parts associated with any of these items.
- Work on non-standard pipework (i.e. greater than 35mm in diameter).
- Work where the removal or disturbance of hazardous material (e.g. asbestos) is required.
- Issuing a CP12 (gas safety certificate).
- Work on internet connected heating control equipment (such as Hive, Nest or ScottishPower Connect).
- Any installation or associated costs where we arrange a replacement.
- Costs for upgrades or system modifications.
- Any part of your boiler and controls which directly supplies a swimming pool.
- Repairing or replacing the flue including the flue terminal and or lining for any open flued products.

## How to cancel

If you wish to cancel your policy, please contact us on 0800 027 1444 (8am to 8pm, Monday to Saturday). You can also cancel by writing to us at the address specified in the 'Customer services details' section. There is a cancellation form on our website [www.domesticandgeneral.com](http://www.domesticandgeneral.com) which you can download and use. If you tell your bank to cancel your Direct Debit Instruction, but do not contact us first, we will not immediately cancel your policy. If you do wish to cancel, please contact us directly to avoid any communications regarding outstanding payments.

## Customer services details

For customer services: call 0800 027 1444 or write to us at Domestic & General Insurance PLC, Leicester House, 17 Leicester Street, Bedworth, Warwickshire CV12 8JP or email us by clicking on 'contact us' on our website: [www.domesticandgeneral.com](http://www.domesticandgeneral.com)

Calls to this number are free. Calls may be recorded and monitored for quality and training purposes. Lines are open, at a minimum, from 9am to 5pm, Monday to Friday (except public holidays).

## **How to complain**

If you wish to complain or you are unhappy with the service provided, please contact our customer services team (see 'Customer services details' above).

If you are not satisfied with how we respond you can then ask the Financial Ombudsman Service (FOS) to review your case. They can be contacted at: The Financial Ombudsman Service, Exchange Tower, London E14 9SR, on the website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or by email at: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Referral of your complaint to the FOS does not affect your right to take legal proceedings.

## **Restrictions on transferring your policy**

We may at any time assign and transfer your policy to another company, who will become the new provider of the policy. The new provider of the policy will perform the obligations set out in your policy as if it had been the original party to the policy with you and, from then on, your dealings will be with that party.

## **Changes to these terms and conditions**

At any time, we may modify we may modify or replace these terms and conditions in order to:

- Comply with the law, regulations, industry guidance or codes of practice;
- Rectify errors or ambiguities; and
- Reflect changes in the scope or nature of the protection provided to you.

After the first year of the policy we may also modify or replace these terms and conditions in order to reflect changes the scope or nature of the protection provided to you. In all cases, we will give you thirty (30) days' written notice of any change that could affect your rights or obligations and provide you with a brief explanation of such changes. The new terms and conditions will take effect from the date specified in the notice. If you do not agree with the changes, you may cancel the policy by notifying us within that notice period and you will receive a pro rata refund of any payments that you have made for the unexpired period of your policy.

## **Your information**

Domestic & General Insurance PLC ("we", "our", "us") is the "data controller" of your personal information for the purposes of applicable data protection legislation. The personal information (including your: name, address, contact details, payment details) you provide will be processed for the purposes referred to below.

We'll keep your personal information for all processing described below for a period of six years following the termination of your policy so we can deal with any claims made in relation to the policy.

We may transfer your information to other countries (outside the EU), some of which may not have data protection laws which provide the same level of protection as provided in the UK. We have put in place Model Clauses as an appropriate safeguard to ensure that information which is transferred is adequately secured and protected and that such transfers meet the requirements of applicable data protection law.

### **Purposes of processing**

We'll use your information (which you or others e.g. product manufacturers have provided to us) as necessary for the contract with you, to provide the requested service and for administration

purposes (including, where applicable, the recovery of any amounts owing, and to undertake address searches (returned mail)).

We also use your information for the purposes of our legitimate interests in carrying out customer surveys, printing services checking and verifying your identity and contact details, recording your conversations for training, quality and compliance purposes and for analytics.

We will not use your personal information for any marketing related activities.

We require your consent to process your personal data for some conversion services, (Braille, Large Print, Audio) you have requested. We may also ask for your consent to some uses of your information. Occasionally, the companies we use to carry out repairs may process the information stored on your devices while repairing those devices.

We may also process your personal information when required to do so by law, for example if we receive a request from law enforcement or other government officials.

#### Disclosures of your information

Your information may be shared with:

- other members of the Domestic & General Group of Companies;
- with ScottishPower (see below); and
- with companies acting on our behalf or providing services to us (e.g. the companies we use to carry out repairs).

#### Your information rights

By writing to the Data Protection Officer using the details provided below, you have the right to ask us:

- for a copy of the personal information we hold about you;
- for a copy of the personal information you provided to us to be provided to you or sent to a third party in a commonly used, machine readable format;
- to update or correct your personal information to keep it accurate;
- to delete your personal information from our records if it is no longer needed for the original purpose;
- to restrict the processing of your personal information in certain circumstances.

And you may also:

- object to us processing your personal information – in which case we will either agree to stop processing or explain why we're unable to;
- where we rely on your consent, withdraw that consent at any time.

Please note that the above rights are not absolute and certain exemptions apply to them.

You can also make a complaint to the Information Commissioner ([www.ico.org.uk](http://www.ico.org.uk)) if you feel your personal information has been mishandled.

#### **Domestic & General's Contact Details**

To contact Domestic & General about the processing of your information or your information rights, write to: Freepost Plus RTKS-CLRA-GRYE, Data Protection Officer, Domestic & General, Leicester House, 17 Leicester Street, Bedworth CV12 8JP or [dataprotection@domesticandgeneral.com](mailto:dataprotection@domesticandgeneral.com). To change your marketing preference let us know by emailing [marketingpreferences@domesticandgeneral.com](mailto:marketingpreferences@domesticandgeneral.com)

domesticandgeneral.com or by writing to us at the address above.

### **ScottishPower's use of your information**

ScottishPower (on behalf of Domestic & General) will use your personal information to arrange and renew your policy, to administer payments, to send you correspondence and documents in respect of your policy and to assist Domestic & General process complaints in relation to your policy.

ScottishPower will also use your personal information (including your name, address, contact details and payment details):

- to deal with any complaints which relate to ScottishPower or the activities carried out by ScottishPower in relation to your policy;
- for its legitimate business interests – you will find more information on this in ScottishPower's Privacy Information Notice (which you find on its website at [scottishpower.co.uk](http://scottishpower.co.uk)), but these interests include marketing ScottishPower products and services to you.

### **Exclusion of third party rights**

This policy is only for your benefit. No rights or benefits will be given to any other third party under the policy.

### **Fraudulent activity**

We may provide your details to third parties in order to detect possible fraudulent activity.

If we believe that you have (or anyone acting for you has) engaged in fraudulent activity against us or our service providers, or provided us with false information we may request extra information in support of your application or claim (such as proof of purchase).

If we have reasonable grounds to believe that you have (or anyone acting for you has) claimed under this policy knowing the claim to be dishonest, exaggerated or fraudulent, then we may:

- request extra evidence in support of your claim (such as proof of purchase or other documentation);
- decline your claim and immediately cancel your policy without any refund of premium or excess paid;
- recover from you the cost of any services or repairs already provided to you under this policy and the cost of any investigation into a fraudulent claim under this policy (and we may initiate legal proceedings to do so);
- report you to the relevant authorities, including the police;
- put the details of the fraudulent claim onto a register of claims through which companies share information to prevent fraudulent claims. A list of participants names and addresses are available on request.

If we have reasonable grounds to believe that you have (or anyone acting for you has):

- engaged in fraudulent activity against us or our service providers; and/or
- provided us with false information,

with respect to another policy you hold or have held with us, we may cancel this policy as well as any other policies you have with us and/or reject any applications for new policies (see 'Our right to cancel' above). You will receive a refund of any premium paid for unused days of the policy.

### **Governing law and statutory rights**

We will communicate with you in English and English Law will apply unless we agree otherwise

with you. Nothing in the conditions will reduce or affect your statutory rights; for further information about your statutory rights contact the Citizens Advice Bureau: [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or 03454 04 05 06.

### **The Financial Services Compensation Scheme**

We are covered by the Financial Services Compensation Scheme. If we cannot meet our obligations to you under the policy, compensation may be available to cover these obligations. The compensation provides for 90% of any claim with no upper limit on the amount of the claim. Full details are available at [www.fscs.org.uk](http://www.fscs.org.uk) or by writing to them at: FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, or by contacting them on 0800 678 1100.

## **Access and support**

We offer a number of services for customers who have disabilities including providing our documents in braille, large print or audio formats. We may also make accommodations to the way we provide our services on a case by case basis. For further information please contact us (see 'Customer services details' above).

### **Company information**

This policy is provided by Domestic & General Insurance PLC. Registered in England and Wales. Company No. 485850. Registered office: Swan Court, 11 Worple Road, Wimbledon, London SW19 4JS.

Domestic & General Insurance PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register Number 202111). Our address and details of our authorisation can be checked on the FCA website (<https://register.fca.org.uk>).



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