

TINCKNELL'S "SILVER" & "GOLD" BOILER CARE WARRANTY

Boiler Care Agreement

Terms and Conditions

Welcome to our Boiler Care Agreement.

Introduction

This Agreement is administered by New Moon Insurance Services Limited on behalf of IGI Insurance Company Limited. Please read this agreement, the schedule and any endorsements carefully, to check that all details are correct and to make sure you have the cover you need, to avoid any misunderstanding.

If you think we have made a mistake, the cover does not meet your needs or you need to make a change you should contact your insurance broker or the administrator on the details at the end of this document.

The schedule sets out the agreement limits.

If your insurance needs to be changed during the period of insurance please let us know as soon as possible. You must tell us about any changes which affect the circumstances of the insured item(s). If you don't your policy may not be valid.

Your policy is designed to be amended easily, and we will issue a new schedule or endorsement each time the policy is altered.

In return for your premium we will indemnify you in accordance with and subject to the terms and conditions of this agreement, the schedule and any endorsement we have issued during the period of insurance.

The information you have supplied to us shall form the basis of the contract in conjunction with this policy document, the schedule and any endorsements.

Signed for and on behalf of IGI Insurance Company Limited



Keith Wardell
Managing Director

Please keep all of your policy documents in a safe place. You may need to refer to them if you need to make a claim.

Our commitment to you

We aim to provide a safe, first-class service to our Customers and to repair or replace all insured equipment as soon as possible to minimise any inconvenience. We want you to be totally satisfied with the agreement and if you have any questions or complaints about this service please call Tincknell Fuels Ltd on 0845 2300987 and they will be pleased to assist.

Summary of your agreement

This agreement is an insurance-backed guarantee underwritten by IGI Insurance Company Ltd. This agreement is arranged and administered on your behalf by Newmoon Insurance Services Ltd, Authorised and Regulated by the Financial Services Authority Number 498667 as an Appointed Representative of Herald Insurance Brokers Ltd, Reference 306274 .

Your agreement provides the following benefits

- Labour and parts for repairs dependent upon the level of cover selected
- No limit to the number of call-outs during your agreement period
- Advice about your system from an OFTEC-trained Technician provided by Tincknell Fuels Ltd

Home Boiler Care Cover Options

Your agreement is based upon the level of cover selected by you. All agreements run for one calendar year. This document will outline what cover is provided by each option:

Complete Boiler Care **SILVER** - Boiler & Controls, Whole central heating system including Radiators & Pipework. Cover limit up to £20,000 total during annual policy period.

Complete Boiler Care **GOLD** - Boiler & Controls, Whole central heating system including Radiators & Pipework, associated plumbing, external works, loss of oil-tank contents or contamination of oil-tank contents at point of supply plus emergency overnight accommodation as defined. Cover limit up to £25,000 total during annual policy period.

Definitions applicable to your agreement

Breakdown and/or Failure: Sudden and unforeseen electrical or mechanical failure of the insured equipment

Central Heating System: The domestic central heating system comprising boiler fired by oil (excluding warm air heating) from the appliance isolating cock, including all manufacturers fitted components within the boiler together with the pump, motorised valves, Controls, radiators valves, pipework, hot water cylinder, feed and expansion tank and primary flueing. The maximum permitted output of your domestic boiler is 60 KW/hr unless otherwise agreed by Underwriters.

Controls: Timers, thermostats, sensors, and switchgear solely used in connection with your Cooker, stove or Boiler

Oil Tank and Loss of Oil-Tank contents: Your main oil storage vessel and the normal heating oil contained therein and the loss of contents as a result of accidental vehicle impact only.

Contamination of Oil-Tank Contents at point of supply: Damage caused to the installation as a result of inferior grade fuel being deposited into the oil tank from your normal supplier. The most Insurers will pay under this section is £1,000 during the calendar year commencing at policy inception.

Remediation: The making good of damage caused in order to gain access to parts and equipment requiring repair or replacement. Please note that this does not include damage caused by the initial failure or damage to or leakage of your equipment.

Parts: All parts required to reinstate the integrity of your oil-fired installation

Labour: The cost of any emergency attendance at your property by an OFTEC Registered Technician as a result of a claim made under this agreement.

Cover Level Summary

Complete Boiler Care SILVER

We will pay for the repair or replacement of the following items:

- Oil-fired Boiler
- Controls
- Whole Oil-fired Central Heating System including Radiators & Plumbing

Our cover includes up to £20,000 maximum total payment during annual policy period subject to a £25 excess each and every event:

- All labour costs
- All parts costs
- Unlimited call-outs during the contract period

Subject to the exclusions and conditions listed below

Complete Boiler Care GOLD

We will pay for the repair or replacement of the following items:

- Oil-fired Boiler
- Controls
- Whole Oil-fired Central Heating System including Radiators & Plumbing
- Associated Plumbing applicable to your Oil-fired installation
- External works (including groundworks) applicable to your Oil-fired installation
- Full remediation as required
- Loss of oil tank contents as defined in the agreement
- Contamination of oil tank at point of supply
- Emergency hotel accommodation at a hotel of your choice (maximum £250 per night/2 nights)

Our cover includes £25,000 maximum total payment during annual policy period subject to a £25 excess each and every event:

- All labour costs
- All parts costs
- Unlimited call-outs during the contract period

Subject to the exclusions and conditions listed below

The Cost of Cover

The cost of cover is the total amount payable by you as detailed in your agreement documentation, this consists of any arrangement fee and administration fee (the amount payable for arranging and administering the cover), finance charge (the amount you pay for selecting monthly instalment payments) if applicable, Insurance Premium Tax and the premium due to the Insurer (the amount you pay for the insured element of this contract).

Conditions applicable to your Agreement

- In the case of an existing installation, your equipment must have been serviced by an OFTEC-trained Tinchnell's Technician no more than 180-days prior to this agreement incepting. All equipment must be deemed of adequate working standard and decommissioned and re-commissioned (serviced) accordingly.
- In the case of a new installation, your equipment and associated plumbing etc. must have been installed to adequate standard and commissioned accordingly by an OFTEC-trained Tinchnell's Technician.
- You agree that any work conducted as a result of a claim under this agreement is to be carried out by an OFTEC-trained Tinchnell's Technician; this would normally be your usual OFTEC Registered Technician.

What's not covered under the Agreement

The following are deemed as excluded unless otherwise agreed in advance by Underwriters:

General Exclusions

- The first £25.00 of every valid claim.
- Any claim not reported to the helpline provided by Tincknell Fuels Ltd
- The cold water supply tank, its feed and outlet
- Any loss or damage resulting from the disconnection or interruption of public gas, electricity or water supplies to your property
- To prevent claims on pre-existing problems (and therefore maintain the competitiveness of premiums), a 28-day waiting period applies to policy cover for new customers only. No waiting period applies at policy renewal.
- All equipment not serviced up to 180-days prior to the Agreement commencing, by an OFTEC-trained Tincknell's Technician, where it would normally form part of a standard decommissioning and re-commissioning (service).
- Equipment that has not been installed, serviced or maintained in accordance with statutory regulations, manufacturers instructions, British Standards, building regulations applicable at the time of installation
 - Any defect, breakdown or damage attributable to the original design of the oil-fired installation
 - Any loss or damage occurring where the property has been unoccupied for a period exceeding 60 consecutive days
 - The cost of repairing faults or damage caused by freezing weather conditions, subsidence, structural repairs, accident, fire, lightning, explosion, flood or storm. You should check that your household insurance provides adequate cover for these risks.
- Damage caused by intentional acts, malicious damage, terrorism, nuclear risks, sonic bang, war risks, riot, strike and civil commotion
- Damage solely due to wear and tear or wilful neglect
- Removal of hard-water scale and sludge from your equipment
- Any repair or replacement of faulty equipment where reasonable access is not possible.
- Any claim arising out of problems caused by faulty or inadequate water drainage i.e. Problems with Drains.
- Third-party liability or accidental damage caused by you or someone else
- Any costs incurred as a result of you not being able to use your system/equipment normally e.g. loss or damage to property caused by the appliance breaking down, leakage etc.
- The cost of any service (decommission and re-commission) as a condition of this agreement.
- Improvements to the original installation as a result of changes to design/upgrades etc. although we will cover 125% of the original installation value in the event of inflationary increases or changes to current building regulations up to the maximum limits shown in the agreement.
- Replacing or repairing parts which do not affect system operation such as decorative features etc.
- Removal of Asbestos associated with the repair of the system. A Clean Air Certificate must be produced by you if you have had any Asbestos removed from your property.
- Remediation does not include matching of surfaces, tiles, cladding, wallpaper etc. unless specifically specified
- We will not offer cash alternatives for repair or maintenance.

You must cooperate with us in obtaining reimbursement of any costs we incur under the terms of this cover which may have been caused by the action of a third party against whom you have a right of action. This includes any payment made under this policy for the provision of equipment or service that is not covered by this policy.

Boiler and Controls

- All equipment more than 10-years-old at the date of the Agreement commencing unless serviceable parts are confirmed as readily available by your OFTEC-trained Tincknell's Technician
- Repair or replacement of appliance flues that do not form an integral part of your boiler
- The resetting of controls or replacement of any fuses contained therein e.g. thermostats or programmers following changes to Winter or Summer

Central Heating

- All Radiators and Pipe-work that is more than 25-years old at the date of the Agreement commencing.
- Any lead, steel (non-stainless) or iron pipe-work as part of your central heating system
- Any controls and pipe-work applicable to an underfloor heating installation unless otherwise agreed by Underwriters
- Repairs of a minor nature such as replacing taps, washers in taps etc.
- Plumbing not integral to the oil-fired heating installation such as toilets, sinks, shower pumps and mixer units, water softeners, Mains cold water supply/stopcock, immersion heaters, mechanical pumps, water filters, swimming pools, garden features, rainwater pipes and guttering, macerators etc.
- Any pipe-work not carrying hot water with the exception of the feed tank pipe between cylinder and boiler.

External Works/Oil Tank & Contents & Subsequent Remediation

- For SILVER level policyholders, the oil tank, oil tank contents and contamination at point of supply are excluded. If contractors have to dig on your property for any reason, they will fill any holes and leave the surface level but not necessarily replace the original surface or construction. Any redecoration that may be needed following their work is your responsibility.

Extensions to the agreement

External Works/Oil Tank & Contents & Subsequent Remediation

- For GOLD level policyholders, Insurers will cover the Oil Tank (sudden and unforeseen damage), Oil Tank Contents (loss or contamination of the contents of your oil storage tank caused by breakdown &/or failure of the tank, its pipe-work or fittings) and Contamination at point of supply (Maximum £1,000 in any policy period). Insurers will also pay for full remediation including any surface coating in place at the date of loss provided that such surface coating is a readily available stock item not requiring special manufacture or special order.
- If you have purchased GOLD cover, and if the system cannot be made operational within 24-hours, the initial cost of any emergency hotel accommodation. The choice of hotel is yours. You will be fully and immediately reimbursed at a maximum rate of £250 per night, 2 nights maximum total.

How to make a claim under this agreement

If you are in need of assistance and wish to claim under this agreement, in the first instance please call Tincknell Fuels Ltd on **0845 2300987**

When Tincknell's Operators receive your call, please advise them that you are a "Tincknell's Warranty Agreement Customer"; please have your certificate or policy number available at this stage.

- They will ask you to confirm your details and check that the agreement is currently in force
- They will contact your usual Tincknell's OFTEC-trained Technician if available. If not, then an alternative Technician will be contacted
- They will arrange for a home visit as soon as reasonably possible
- The Technician will attempt to fix your problem at first visit, if not then he will advise the next course of action which may involve the ordering of replacement parts etc.
- Your installation will be repaired as soon as reasonably possible although no liability can be accepted for delays in obtaining replacement parts etc.

You will be responsible for

- The first £25.00 of any claim. Please make your payment to the Tincknell's Operator at the time of first call-out.
- If you have purchased GOLD cover, and if the system cannot be made operational within 24-hours, the initial cost of any emergency hotel accommodation. The choice of hotel is yours. You will be fully and immediately reimbursed at a maximum rate of £250 per night, 2 nights maximum total. The £250 payable includes standard room rate and subsistence (food and drink) as long as the subsistence element makes no more than 50% of the invoice total. This will be checked by the Claims Department prior to invoice settlement Please forward your PAID Hotel Invoice to the Scheme Administrators as detailed below. Please note that this extension excludes any alcohol purchase.

Please note that Insurers reserve the right to use all legal means, at their expense, in the name of the Insured to secure reimbursement for loss or damage and the Insured shall give all reasonable assistance for that purpose.

Standard Period and Renewal of the Agreement

The minimum period for which you may hold this policy is 12 months. Tincknell Fuels Ltd &/or Newmoon Insurance Services Ltd and/or their Finance Agent will arrange for premium collection in accordance with your instructions. If you fail to pay any premium on the due date for payment then you will be notified in writing and your policy suspended immediately. If outstanding payments are not made within 30-days of the due date then your policy will be cancelled immediately. Any outstanding payments must be met in full prior to recommencement of cover.

This agreement will be renewed automatically unless you advise us otherwise. You will receive prior notice of renewal and separate notification of any changes made to our pricing or terms and conditions.

The Scheme Administrators reserve the right to refuse renewal of any individual policy.

Statement of Demands and Needs

This cover meets the needs of homeowners who require insurance and expert assistance, dependant upon the level of cover selected, in the event of a boiler &/or controls &/or heating breakdown together with such cover as also detailed.

The Insurer backing this agreement is:

IGI Insurance Company Ltd
Market Square House
St James's Street
Nottingham NG1 6FG Reg No. 1229676
tel: 0115 941 1022 fax: 0115 941 1316 email: nottingham@igi.co.uk

This Insurer has been selected as a result of their ability to offer this cover at the right price whilst maintaining the highest level of customer service. This Boiler Care policy meets the demands and needs of a person/s requiring a warranty on their oil fired heating and or cooking system primarily to protect against financial loss resulting in the system or part of the system breaking down. Please read the Boiler Care policy terms and conditions for full cover details and to ensure this policy meets your requirements. In the unlikely event that INSURER is unable to pay a claim under this agreement, you may be entitled to compensation from the Financial Services Compensation Scheme. Details of the scheme are available upon request.

Complaints

In the first instance, if you have a complaint concerning any area of this agreement, please contact Tincknell Fuels Ltd. If you require further assistance, please contact the scheme administrators as detailed below. Alternatively, please contact IGI Insurance Company at the above address.

We shall always acknowledge your complaint within 5 business days and do our best to resolve it within 4 weeks. If the matter remains unresolved after 8 weeks, or if you are unhappy with our response, you may if you are a small business have recourse to the Financial Ombudsman Service. Or other dispute resolution service.

Your right to take legal proceedings is not affected by this complaints procedure.

Cancellation

We may cancel your agreement if:

- You have given false information in your application
- You do not make your agreed payments
- You have been advised that permanent repairs or improvements are required to ensure that your appliance or system works properly, such as replacing your Boiler or Controls, and you do not comply within a reasonable period not exceeding 28 days.
- If we are not able to find parts to maintain the integrity of your system
- If we are unable to obtain access to your equipment or any part of the installation
- If we provide reasonable notice of cancellation

You may cancel your agreement as follows:

- By writing to us within 14-days of receiving all agreement documentation at which point you will receive a full refund of any monies paid.
- By writing to us within one calendar month following any changes to our terms and conditions or pricing etc. If this is the case, you will receive a pro-rata refund of monies paid less any time on cover and subject to an administration charge of £50.00 minimum.
- By writing to us during your agreement period. If this is the case, then our tariff of minimum charges will apply as follows:
If you are Customer in year 1 of the agreement and have made no claims then a full pro-rata refund will be given less any time on cover and an administration charge will be applied.
If you are a Customer and have claimed under this agreement, any refund given will be net of the claim amount paid. This may result in no refund being given and, if you are paying by direct debit, you will have to settle your account prior to cancellation of the agreement.

Third Party Assignment or Change of Address

The benefits payable under this agreement may not be given or assigned to any third-party without the written, prior consent of the Scheme Administrators. You are responsible for informing the Scheme Administrators of any change in your address in order that cover may be transferred to your new property; subject the terms and conditions applicable to this agreement.

Use of personal information

The information that we hold about you may be used by us, or our Agents; to identify you when you contact us, carry out marketing analysis and customer profiling, help to prevent fraud and loss and contact you about products, services and further benefits offered by us or our selected Partners. If you do not wish to be contacted in this way then please write to the Scheme Administrators whose details are shown below.

Scheme Administrators

In all instances, any questions or complaints relating to your agreement should be made to Tincknell Fuels Ltd. If you require further assistance, please contact the Scheme Administrators as detailed:

Newmoon Insurance Services Ltd
Units 5/6 Warren Court
Park Road
Crowborough
East Sussex
TN6 2QX

Tel: 0845 072 xxxx

Email: Tinkells@newmooninsurance.com

PLEASE NOTE THAT THESE TERMS & CONDITIONS APPLY TO THE INSURANCE ELEMENT OF YOUR TINCKNELL'S AGREEMENT. FOR QUESTIONS RELATING TO THE SERVICING & MAINTENANCE OF YOUR EQUIPMENT PLEASE CONTACT TINCKNELL FUELS LTD.