EV Charger Cover - Terms and Conditions

Welcome to OVO EV Charger Cover. These are the terms and conditions for your EV Charger insurance. In this document we explain what your policy does and does not cover, as well as how to modify, cancel, claim, or complain. Please read all of the enclosed information carefully along with your policy schedule. These documents form the basis of your contract, therefore if anything is not correct or you have any questions, please call us on 0330 102 8905 or email customerservices@ovoenergy.com.

If you need these documents in an alternative, accessible format then please contact us.

1. Words with special meanings

Words which have a special meaning will appear in bold whenever they appear. Each word with special meaning is listed with the definition below.

Accidental damage: Sudden, unexpected damage which has not been caused on purpose.

Excess: The first part of each and every claim which **you** must pay before **we** will send an electrician to assess the claim, as shown in **your** policy schedule.

Heave: Upward and/or lateral movement of the site on which **your home** stands caused by swelling of the ground.

Home: The house or flat at the address shown on **your** policy schedule.

Initial policy start date: The date stated in the policy schedule. If there is an interruption in continuous cover e.g. a cancellation or declined renewal, the **initial policy start date** will be reset.

Landslip: Movement of land down a slope.

Policy period: The period shown on **your** policy schedule.

Subsidence: Downward movement of the site on which **your home** stands by a cause other than the weight of the buildings themselves.

Sums insured: The maximum amount that **we** will pay as stated on **your** policy schedule.

We/Our/Us: OVO Insurance Services Ltd.

You/your/yourself: The person(s) named on **your** welcome or renewal letter.

2. OVO

"OVO" is a trading name of OVO Home Services Ltd, company registration number SC358475, whose registered address is Cadworks, 41 West Campbell Street, Glasgow, G2 6SE. (References in these terms and conditions to OVO are references to OVO Home Services Ltd trading as OVO).

3. OVO's activities

OVO has been authorised to market, arrange for the sale of and carry out certain administrative activities, process claims and handle complaints in relation to insurance policies on behalf of OVO Insurance Services Ltd.

4. OVO's regulator

OVO Home Services Ltd trading as OVO is authorised and regulated by the Financial Conduct Authority (FCA) under firm reference number 824122 to carry on insurance distribution. The FCA is an independent watchdog that regulates financial services. **You** can check our status and permissions at register.fca.org.uk/s/ or by contacting the FCA on **0800 111 6768**.

5. OVO's services to you

OVO arranges the sale of Insurance products from a single insurer (OVO Insurance Services Ltd). **You** will not receive advice or a recommendation on which product is best suited to **you**.

6. Data Protection and how OVO uses your details

OVO will exchange the information that **you** provide with OVO Insurance Services Ltd for the purposes of arranging the sale of and managing **your** policy as this is necessary to carry out the contract of insurance. OVO will treat all information as private and confidential and in strict accordance with the UK General Data Protection Regulation. See our website for our Privacy Policy and for full details of how OVO use **your** personal data.

7. How the insurer uses your information

If **you** have any questions or would like to find out more about OVO Insurance Services Ltd's Data Protection and Privacy Policy, **you** can write to: The Data Protection Officer, OVO Insurance Services Ltd, PO Box 155, Mill Court, La Charroterie, St Peter Port, Guernsey, GY1 4ET.

8. Marketing

OVO Home Services Ltd and other OVO Group companies may use **your** information to contact **you** by post, email or telephone about products and services that may be of interest to **you** in the future. We will only do this if **you** have given us consent to do so.

If **you** no longer want us to use **your** information in this way, please let us know.

9. Money

OVO does not hold any client money in relation to **your** insurance policy. Any money paid by **you** over the course of **your** insurance policy is paid directly to OVO Insurance Services Ltd.

10. Your contract

Your contract of insurance is between **you** and OVO Insurance Services Ltd and this firm's full details, including regulatory information, can be found in section 17 of these terms.

OVO may choose to change the insurer providing the contract of insurance. In the event this happens, **you** will be notified and (other than the change to the insurer) OVO will use reasonable endeavours to ensure this does not affect **your** rights under this contract.

11. OVO's remuneration

OVO arranges for the sale of the insurance policy with OVO Insurance Services Ltd at **your** instruction. OVO also deals with the processing of claims and the management of complaints on behalf of OVO Insurance Services Ltd. **You** do not pay OVO a fee for doing this. OVO receives a commission from OVO Insurance Services Ltd which is a percentage of the premium **you** pay.

OVO remunerates staff in a fair and responsible manner. OVO's remuneration schemes are designed to reward employees for their performance and contribution to the success of the business. Where a conflict of interest with **you** is unavoidable, OVO ensures that the conflict is managed to the extent that **your** interests are at the core of what OVO does.

12. About your policy

Please review all the wording carefully and ensure that this policy meets **your** needs.

12.1 Understanding and using your policy

This section 'About **your** policy' includes information which will help **you** to understand and use **your** policy.

Some words in these terms and conditions and the policy schedule have a special meaning. These are defined in section 1. 'Words with special meanings' will be printed in bold type.

Your insurance policy documentation is in three parts – this terms and conditions document, the policy schedule, and the Insurance Product Information Document (IPID).

This document explains what is and what is not covered, how **we** settle claims and other important information.

The policy schedule shows the **excess**, the limits to the cover and the premium.

Please keep **your** insurance policy documentation together and in a safe place.

We will send **you** a new policy schedule using **your** preferred method of contact whenever **you** or **we** make a change to the insurance and each year before renewal so **you** can check that the cover still meets **your** needs. If **you** want to change this method please let **us** know.

The Insurance Product Information Document (IPID) provides a summary of **our** product, so that **you** can make an informed decision on how to meet **your** needs.

For new sales, once **you** have received **your** insurance policy documentation **you** will have 14 days to make sure the cover is exactly what **you** need. For renewals, this will be 14 days from the date **your** new policy runs from, as listed in the policy schedule. **You** can ask **us** to make any necessary changes if required. Alternatively, **you** can request cancellation of the policy. See section 23 for details on how **you** can cancel and for cancellation charges.

If **you** have any questions, please contact OVO on **0330 102 8905** or email hi@ovoenergy.com.

12.2 Guidance on making a claim

If you need to make a claim covered under **your** policy, **you** should take any immediate action **you** think is necessary to prevent further damage or harm, such as isolating the EV charger unit at the fuse box.

Call the OVO claims helpline on **0330 102 8905**. It's helpful to have **your** policy number to hand when **you** call.

To help **us** deal with **your** claim quickly, please read this terms and conditions document carefully, particularly the Claims conditions (section 25) and Policy Exclusions (section 26). **We** will not cover the costs of work carried out by contractors not authorised by **us**.

13. Claim notification

Conditions that apply to the policy and in the event of a claim are set out in this insurance policy document. It is important that **you** comply with all Policy Conditions and **you** should familiarise **yourself** with any requirements.

Directions for claim notification are included under Claims Conditions (section 25). Please be aware that events that may give rise to a claim under the insurance policy must be notified as soon as is reasonably possible.

Sometimes **we**, or someone acting on **our** behalf, may wish to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations before making a decision as to whether the claim is covered under the policy.

14. Preferred suppliers

We take pride in the claim service **we** offer and **we** have a network of contractors and suppliers who support claims.

Wherever possible, **our** preference is to repair rather than replace. Where **we** are unable to repair or replace through a preferred supplier, **we** may offer **you** a cash settlement. This payment will not exceed the amount **we** would have paid **our** preferred supplier.

If **you** appoint someone to act on **your** behalf or if **you** ask someone else to act on **your** behalf **you** must provide **us** with authority to allow **us** to deal with them. If **you** employ a professional to represent **you**, **you** will need to meet their costs yourself.

15. The insurance contract

This contract of insurance is a legal contract between **you** and OVO Insurance Services Ltd. The terms and conditions and policy schedule make one document and must be read together.

This contract is based on the information **you** gave **us** when **you** applied for the insurance.

Our part of the contract is that **we** will provide the cover set out in this terms and conditions document and on **your** policy schedule for the period set out on the policy schedule.

Your part of the contract is that **you** must pay the premium shown on **your** policy schedule for each insurance period. **You** must comply with all the conditions set out in section 22.

Please take the opportunity to read these terms and conditions in full.

16. Law and jurisdiction

Under the laws of the United Kingdom (England, Scotland and Wales) both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **you** and **we** agree otherwise, **we** have agreed with **you** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **your home** is situated.

We and **you** have agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **your home** is situated.

17. Insurance providers

This policy is underwritten by OVO Insurance Services Ltd, a firm authorised and regulated by the Guernsey Financial Services Commission under reference number 2570126. OVO Insurance Services Ltd is registered in the Bailiwick of Guernsey under the Companies (Guernsey) Law 2008 (Company No. 67013). Registered office: PO Box 155, Mill Court, La Charroterie, St Peter Port, Guernsey, GY1 4ET.

OVO Home Services Ltd and OVO Insurance Services Ltd are part of OVO Group Ltd.

18. Legal

We may assign or transfer all, or any part, of **our** rights and/or obligations under this contract without **your** consent. **You** cannot transfer **your** interest in this contract to anyone else without **our** consent in writing.

We may terminate or vary the terms and conditions of this contract at any time.

If **we** do vary by making changes to the terms and conditions, which are to **your** material disadvantage, **we** will give **you** at least 30 days' notice in advance. If **you** don't want to continue on these new terms and conditions, **you** can cancel **your** contract by notifying **us** in accordance with these terms and conditions. **You** will not have to pay a cancellation charge and **you** will receive a pro-rata refund for any payments **you** have made in advance. If **you** don't tell **us you** want to cancel, the new terms and conditions will apply from the date stated.

If **we** terminate this contract for a reason other than where **we** have identified serious grounds including but not limited to those listed in section 23.2, **we** will give **you** at least 30 days' notice in advance and will fulfil any outstanding claims. **You** will not have to pay a cancellation charge and **you** will receive a pro-rata refund for any payments **you** have made in advance.

Any notices will be in writing and sent by post to **your** billing address or emailed to **your** email address. **We** will assume **you** have received the notice, if sent by post, 2 business days after **we** have sent it or if sent by email, on transmission, unless **we** receive evidence to the contrary. (Weekends and public holidays are not considered as business days).

Please send any notices to: PO BOX 81429, London, N17 1LD or email: customerservices@ovoenergy.com

Any delay on **your** or **our** part in enforcing any term of this contract will not prevent **us** from enforcing that term later.

19. Third-party claims

On receipt of any demand for damage or injury compensation, complaint or legal proceedings against **us** or **our** electricians, **you** must send **us** the correspondence straight away without being answered. **We** have the right, if **we** choose, in **your** name but at **our** expense to:

- Take over the defence or settlement of any claim
- Start legal action to get compensation from anyone else
- Start legal action to get back from anyone else any payments that have already been made

You must provide **us** with any information and assistance **we** may require about any claim. **You** must help **us** to take legal action against anyone or help **us** defend any legal action if **we** ask **you** to.

20. What to do if you have a complaint

Our commitment to great customer service

OVO and OVO Insurance Services Ltd will always aim to do their best but unfortunately there may be times when things go wrong.

If **you** have a complaint, please contact OVO

By telephone: 0330 102 8905
By email: customer-relations@ovoenergy.com
By post: OVO, PO BOX 81429, London, N17 1LD

OVO will acknowledge **your** complaint promptly, investigate **your** complaint quickly and thoroughly, keep **you** regularly informed, resolve **your** complaint as soon as possible and use complaint analysis to improve customer service in the future.

OVO will issue a final response letter within 8 weeks of the date **your** complaint was received.

21. Unresolved complaints

If **you** remain unhappy with the final response or **you** have not received a final response within 8 weeks, **you** may be eligible to refer the matter to the relevant ombudsman.

If **your** complaint relates to how **your** policy was arranged, **you** can refer it to the Financial Ombudsman Service (FOS) who can be contacted at:

Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Email: complaint.info@financial-ombudsman.org.uk
Telephone: 0800 023 4567 or 0300 123 9123
Web: www.financial-ombudsman.org.uk

If **your** complaint relates to any other aspect of **your** insurance then **you** can refer **your** complaint to the Channel Islands Financial Ombudsman (CIFO) at www.ci-fo.org or contact them at:

Channel Islands Financial Ombudsman (CIFO)
PO Box 114, Jersey, Channel Islands, JE4 9QG
Tel: +44 (0) 1481 722218

OVO will send **you** the appropriate financial ombudsman leaflet with further information at the appropriate time. **You** have 6 months from the date of the final response to refer **your** complaint to either ombudsman service.

If **you** ask someone else to act on **your** behalf, **you** must provide written authority to allow OVO and **us** to deal with them.

22. Policy conditions

These are the conditions of the insurance **you** will need to meet as **your** part of this contract. If **you** do not, a claim may be rejected or a claim payment could be reduced. In some circumstances, **your** policy might be invalidated.

22.1 Ownership

You must be the owner of the EV charger unit, charging cable and any associated wiring and electrical connections up to but not including the consumer unit.

22.2 Taking care

You must take all reasonable steps to prevent damage and keep anything covered by this policy in good condition and in good repair.

If **our** electrician recommends any remedial or maintenance works during a visit the repairs must be carried out within 28 days of notification or further claims may be rejected.

22.3 Changes in your circumstances

You must tell **us**:

- If **you** no longer require cover at the address shown on **your** policy schedule; or
- If **you** have changed **your** EV charger unit

We may reassess **your** cover, terms and premiums when **we** are told about changes in **your** circumstances. If **you** do not tell **us** about changes or give **us** incorrect information, the wrong terms may be quoted, a claim might be rejected or a claim payment could be reduced. In certain circumstances **your** policy might be invalidated, and **you** may not be entitled to a refund of premium.

22.4 Fraud

If dishonesty or exaggeration is used by **you**, or anyone acting on **your** behalf to obtain:

- A claims payment under **your** policy; or
- Cover for which **you** do not qualify; or
- Cover at a reduced premium

All benefits under this policy will be lost, the policy may be invalidated, **you** may not be entitled to a refund of premium and legal action may be taken against **you**.

23. Cancellation

23.1. Cancelling the policy

If **you** wish to cancel **your** policy please contact OVO:

By telephone: 0330 102 8905
By email: hi@ovoenergy.com
By post: OVO, PO BOX 81429, London, N17 1LD

See sections **23.3** and **23.4** for cancellation charges.

23.2 Cancellation rights

You may cancel the policy at any time.

We may cancel the policy where **we** have identified serious grounds, including but not limited to:

- Failure to provide **us** with information **we** have requested
- Failure to make payment for **your** policy
- Where there are Changes in **your** circumstances (section 22.3)
- Fraud or suspected fraud (section 22.4)
- The use or threat of violence or aggressive behaviour against **our** staff, contractors, or property
- The use of foul or abusive language
- Nuisance or disruptive behaviour

Where possible **we** will seek an opportunity to resolve the matter with **you**. Where a solution cannot be agreed between **us**, **we** may cancel the policy by contacting **you** at **your** last known address and giving **you** 14 days' notice. This will not affect **your** right to make a claim for any event that happened before the cancellation date.

If **we** or **you** cancel the policy, **you** may need to pay cancellation charges.

23.3 Cancellation charges if you've not made a claim

If **your** policy is cancelled during the 'cooling-off period', (the first 14 days from the date **you** receive **your** policy documents, or 14 days from **your** renewal date), there will be no charge. Unless financial sanctions are in place, any premium **you** have paid for the **policy period** will be refunded.

If **your** policy is cancelled after **your** cooling-off period, **you** will be charged for the number of days **you** have been on contract for, plus an administration charge of £30.

You will never be charged more than the remaining premium to be paid for the contract.

23.4 Cancellation charges if you've made a claim

If **you** have made claims on the policy **you** will be charged the remaining policy premium.

You will never be charged more than the remaining premium to be paid for the contract.

23.5 Financial sanctions

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy to the extent that the provision of such cover, indemnity, payment, or other benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws, or regulations of the European Union, United Kingdom, United States, or other country of policy issue.

If any such resolution, sanction, law or regulation takes effect during the insurance period **we** may cancel this policy immediately by giving **you** written notice at **your** last known address. If **we** have identified that financial sanctions are in place **we** will cancel the contract and **you** will not be entitled to a refund. See the Cancellation terms in sections 23.3 and 23.4 for charges.

24. Policy period and payment

Your policy period is 12 months and **your** legal contract with OVO Insurance Services Ltd is for this period.

Full details of payment, policy duration and renewal date can be found in **your** welcome or renewal letter / email and **your** policy schedule.

We reserve the right not to renew **your** contract. If **we** do this then **we** will let **you** know at least 14 days before **your** policy is due to end.

If **you** pay by Direct Debit, cancelling **your** Direct Debit through **your** bank doesn't cancel **your** contract with **us**. If **you** stop **your** Direct Debit without telling **us**, **we** will contact **you** to arrange for collection of the money **you** owe. **You** will be unable to make a claim until all missed payments are collected, and **you** will continue to accrue debt on **your** policy. If **you** default on a payment, **we** reserve the right to cancel **your** policy and **you** will no longer be insured. See the Cancellation terms above in sections 23.3 and 23.4 for charges.

25. Claims conditions

If **you** do not follow these claims conditions a claim may be rejected or payment could be reduced. In some circumstances, **your** policy might be invalidated.

25.1. What you must do

For all claims, **you** must tell **us** as soon as **you** can.

Where an **excess** applies, **you** will need to arrange payment of the **excess** before **we** deploy an electrician. In the event a claim is declined, **we** will not refund the **excess** payment.

If you do not own the property that the EV charger unit is attached to, it is your responsibility to ensure you have permission from the owner of the property for work to be undertaken as part of any claim.

Do not throw away any damaged items or carry out any repairs before **we** have had a chance to carry out an inspection.

To help **us** deal with **your** claim quickly, **we** may require additional information such as confirmation of age, manufacturer and model of the EV charger unit and charging cable.

For theft or vandalism claims, **you** must provide **us** with a crime reference number.

Please note that the attending electrician is not authorised by OVO or **us** to discuss **your** claim or **your** policy. All questions in relation to **your** claim or policy coverage should only be directed to OVO. If **you** request any other services from the attending electrician then **we** will not cover the costs or be responsible in any way for these services.

26. Policy exclusions

26.1 War risks and terrorism

Any loss, damage, liability, cost or expense of any kind caused directly or indirectly by, but not limited to, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, terrorism, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion.

26.2 Other damage

Any loss, damage, liability, cost or expense of any kind caused by, or resulting from:

- Fading
- Mould, fungus, or any other microorganism or substance which poses an actual or potential threat to human health

Any loss, damage or breakdown to **your** property or possessions other than what **you** are covered for, as detailed in section 28.

26.3 Dangerous repair

If **our** electrician cannot gain access or considers that the circumstances to carry out the work are potentially dangerous or where there is a risk to health or safety, **our** electrician may, at their discretion, discontinue the repair. **You** will be contacted by OVO about this.

26.4 Claims settlement exclusions

a. We will not pay for any loss of value to any item which **we** have repaired or replaced. Items may not be reinstated to their original condition. **Our** electrician will endeavour to advise **you** if this is likely to occur before the work commences.

b. Other than the losses **you** are covered for under section 28, **we** will not pay for any additional losses associated with the incident that caused **you** to claim, unless it was caused by **our** negligence or that of **our** agents.

c. We will not pay for business losses or loss of earnings.

d. We will not pay for the costs of any work carried out by **you** or contractors or any investigative work (for instance CCTV) not authorised by **us** in advance.

e. We will not pay for costs incurred where **you** have been advised of the need to carry out permanent repair work to avoid repetitive situations leading to a breakdown and/or failure.

f. If **you** have previously been advised by one of **our** electricians that **you** need to install access points at **your** own cost, **we** will not pay for those costs.

27. How we settle claims

a. If there are any additional costs above the limits of cover, **you** are responsible for agreeing with **us** as to how these costs will be settled.

b. In the event that a part needs to be ordered to rectify the fault, theft or damage, **we** will make all reasonable endeavours to source replacement parts in the quickest available time and carry out the necessary work. Unfortunately, there may be delays that which are outwith OVO's and/or **our** control and **we** cannot accept any liability for any delay in obtaining any replacement parts.

c. Where **we** provide replacement parts they will have similar functionality but not necessarily the same features, or make and model.

d. If **you** do not arrange an appointment or grant access, **your** policy will continue even though the necessary work has not been carried out. If after three attempts **you** have not made an appointment or otherwise granted access **we** may close the claim on **your** policy.

e. Should there be the presence of hazardous materials or infestation or should **our** electrician be subject to any abuse (physical or verbal), **our** electrician may at their discretion discontinue the repair. **You** will be contacted by OVO to discuss the reason behind **our** electrician's discontinuance and how this might be resolved.

f. Where the EV charger unit needs replaced, it's **your** responsibility to evidence that the EV charger unit is under 10 years old. Failure to do so will limit **your** cover to a contribution of £250 towards the cost of replacement.

28. **What we cover**

Your policy covers:

- AC EV charger units up to 22 kW output
- EV charger unit electrical wiring
- EV charger unit fuses
- The EV charger unit isolation switch
- EV charger unit switchgear
- The EV charging cable **you** use at **home**.

Where the incident causing you to claim took place at the **home**, you are covered for:

- **Accidental damage**
- Fire
- Faults
- Vandalism
  that causes operational failure or affects the safe use of the hardware.
- Theft

This policy is for one EV charger unit and one charging cable only.

The most **we** will pay for any claim is £2,000.

For EV charger units under 10 years old, in the event that **your** unit can't be repaired, **we** will replace the unit with one of a similar output up to a limit of £2,000.

For EV charger units aged 10 years or older that can't be repaired, **we** will provide a contribution of £250 towards the cost of a replacement unit.

29. **We do not cover**

Your policy excludes:

a. Any fault arising before **you** asked **us** to provide cover.

b. Claims made in the first 30 days after the **initial policy start date**.

c. DC EV charger units considered non-domestic by their manufacturer, or any EV charger unit over 22 kW output.

d. Cosmetic damage or other damage that does not affect performance and safety of the EV charger unit and charging cable.

e. EV charger units used to generate income.

f. Any EV charger unit attached to a communal space or connected to an electricity meter that does not supply the **home**.

g. Vehicle-to-home or vehicle-to-grid EV charger units, or any other trial technology not yet readily available on the market.

h. Domestic electrical sockets or extension leads.

i. Consumer Units.

j. The costs for materials and labour needed to access wiring within walls, ceilings, or underfloor or for any groundworks required to repair or replace cables.

k. The costs for materials and labour needed for redecoration, restoration,or replacement of walls, ceilings, fixtures and fittings, floor coverings, or groundworks once we finish.

l. Payment for any inconvenience or damage caused by delay beyond **our** control.

m. Damage caused by misuse or negligence.

n. Faulty or poor installation, manufacturer negligence, or manufacturer defects.

o. EV charger units that have not been installed, operated, or maintained in accordance with manufacturer's instructions, statutory regulations, or British Standards.

p. Where repair or replacement is only necessary as a result of a change in legislation, health and safety guidelines, or to meet best practice.

q. Damage caused to property (including buildings and vehicles) as a result of the EV charger unit or charging cable failing or malfunctioning.

r. Damage caused by floods, storms, lightning, explosion, **subsidence**, **heave** or **landslip**, settlement, earthquake, sinkholes, roots or any other structural change.

s. Any loss, damage, injury to persons injured as a result of an accident involving the EV charger unit or cable, e.g. should someone trip over the cable whilst it's charging.

t. The costs of any losses incurred where replacement parts render the EV charger unit and charging cable incompatible with **your** energy tariff.

u. Wi-fi connectivity, apps, firmware or devices such as mobile phones used to control and operate the EV charger unit.

v. Damage arising as a result of disconnection from, re-connection to, or interruption of the wi-fi or electricity services to the **home**.

w. Damage caused by radiation, contamination, or pollution of any kind.

x. Damage caused by pressure waves from aircraft, computer viruses, or cyber attacks.