



OUR HOUSE

**WELCOME TO YOUR
OUR HOUSE PROTECTION
MAINTENANCE & SERVICE PLAN
TERMS & CONDITIONS**



Call us on 0345 296 2785, or Email us at support@ourhouseuk.com

Our House Home Assistance Limited, whose registered office is at: Hamilton House, Church Street, Altrincham, Cheshire WA14 4DR. Our House Home Assistance Limited trades as Our House.

WELCOME

These Terms and Conditions will explain what **your** Our House Protection Maintenance & Service Plan does and does not include, as well as how to modify, cancel, claim or complain. This forms a maintenance and service **agreement** between **you** and Our House (Our House Home Assistance Limited).

Our House is not authorised by either the Prudential Regulation Authority or the Financial Conduct Authority. Our **Plans** are not categorised as insurance products and therefore insurance regulation does not apply.

Please read these Terms and Conditions carefully as this is the basis of **your** agreement with **us**. If anything is not correct or **you** have any questions, please call **us** on 0345 296 2785.

Your Our House **agreement** does not affect **your** legal rights. **Your agreement** is bound by the laws of the country in which **your home** is located in England, Wales, or Scotland.

Any **repairs** and **replacements** detailed in this **agreement** which are provided outside the **annual service** are provided at the absolute sole discretion of Our House.

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SECTION ONE: ABOUT YOUR PLAN

1.1 Definitions

Some phrases that **we** use in these terms and conditions have specific meanings. If you're unsure about the words that appear in **bold**, take a look at the list of definitions below.

Annual service: An annual check-up that includes **your** windows & doors.

Authorised contact: Any person who **you** have agreed can act on **your** behalf to make arrangements under **your** agreement.

Call out fee: The amount you've chosen to pay towards completed **repairs** or **replacements**. **You** will only pay this once for each fault within the **plan period**. Our engineers will use their expert judgement to assess whether it is the same fault.

Home: a building designed for **residential use** that **you** live in, including any attached garage or conservatory.

Home Health Check (HHC): An initial check of **your** windows and doors.

Plan: the agreement of maintenance and support services that **you** have purchased.

Plans: The various **plans** Our House offers, like Our House Protection Plan, Our House Boiler Plan, Our House Heating Plan and Total Home Plan.

Plan period: The total length of the agreement from the day **your** agreement starts until **your** agreement ends, as shown on **your Plan Statement**.

Plan Statement: the document that shows the **plan** you have with **us**, the **plan period**, how much you're paying and any **call out fee**.

Pre-existing faults: Any problems within **your home** that **our** experts judge to have happened before the start of **your** plan.

Repair(s): Fixing **your** system following a non-cosmetic fault or breakdown, which stops **your** system from working properly, or makes it unsafe.

Replacement(s): changing parts with an Our House approved standard alternative. We'll give **you** parts with similar functionality but not necessarily an identical make and model or type of fitting.

Residential use: A building where the majority of the rooms are not used for any type of commercial purposes. **We** can only protect a single **boiler** designed for domestic use.

System: The elements of **your home** that **we** have agreed to protect.

We/us/our: Means Our House Home Assistance Limited, whose registered office is at: Hamilton House, Church Street, Altrincham, Cheshire WA14 4DR. Our House Home Assistance Limited trades as Our House.

Wait period: Our **plans** have a 28 day wait period. **You** can only make a claim on these **plans** once the 28 day wait period has ended. However, if **you** do need a **repair** within the 28 days **we** will offer **you** a quote for the **repair**

You/Your: The individual who has entered into the Our House Agreement

1.2 When your plan begins

Our **plans** have a 28 day **wait period**. **Your** plan begins once the **wait period** is ended, **we'll** send **you** an email confirming when **your** plan starts.

1.3 How to make a claim?

Dealing with **your** claim is **our** highest priority and **we** are committed to giving **you** the best claims experience.

Please call **us** on 0800 368 9881

Please note: **Our plans** have a 28 day wait period. **You** can only make a claim on these **plans** once the 28 day wait period has ended.

Reasonable time to visit or make repairs

We'll carry out any **repairs** or visits within a reasonable time, unless something beyond **our** control makes that impossible – in which case we'll let **you** know as soon as possible and arrange another time when **we** can visit.

Our engineers

We'll send an Our House approved engineer to carry out the work for **your** windows and doors. **Our** engineers have experience and knowledge so that they can talk **you** through any problems and how they will fix it.

On Demand Service

If **you** need a **repair** before **your** Home Health Check Please call **us** on 0800 368 9881.

Cash payments

We won't offer **you** cash instead of carrying out a **home health check**, an **annual service**, **repairs** or **replacements**.

Our guarantee for our work

If **we** have supplied any faulty parts, **we** will **repair** or **replace** any parts we've supplied. **We** will also fix any faulty work that we've carried out within 12 months from the date that **we** carried out the work. This doesn't affect **your** statutory rights under the Consumer Rights Act 2015, if applicable, and any laws that replace it. If **you** want independent advice about **your** rights, **you** can speak to Citizens Advice, or Trading Standards.

1.4 Paying for your plan and call-out fees

Your plan: **You** can pay for **your plan** yearly, quarterly or monthly by Direct Debit. All of **our** prices include the relevant taxes at the current rate.

- Prices and price changes. **Your plan statement** shows the price of **your plan**. That price won't go up or down over the **plan period**, unless:
 - **you** change **your plan**; or
 - the Government changes the relevant tax rate.
- **We** will let **you** know if there are any changes to the price of **your plan**.
- If **you** miss any payments, **we** will need **you** to pay for any unpaid payments and **we** may not visit the **home** before these are paid.

Call-out fee: **Your plan statement** shows the **call out fee** that you've agreed to pay, whether:

- **You** report a fault to **us**; or
- **We** find a fault during a **Home Health Check** or **Annual**

Service
The **call out fee** is a payment towards a **repair** **you** request and will be collected when **we** book a repair. If **you** call **us** out again for the same fault within the **plan period**, **you** won't have to pay an additional **call out fee**. **Our** engineers will use their expert judgement to assess whether it is the same fault.

If **we** have reason to believe that the people living in **your home** are at risk as a result of a health and safety hazard, we'll send an engineer out even if **we** haven't been able to collect the **call-out fee**. Instead, **we** will invoice **you** for the **call-out fee** after we've completed the work.

1.5 How can you cancel the plan?

You can cancel this plan at any time by writing to us at the postal address:

Our House, Hamilton House, Church Street, Altrincham, Cheshire WA14 4DR, or

Call us on 0800 368 9881

If you cancel within 14 days of purchase of this Our House Agreement, and you haven't used the service, we will give you a full refund.

If you cancel after 14 days, we'll cancel your plan from the date you tell us but you will have to pay the remaining balance outstanding under the agreement.

Cancelling your Direct Debit through your bank doesn't mean that you've cancelled your plan with us. If you stop your Direct Debit without telling us, we will contact you to collect the money due. If we don't hear from you and you don't pay, we'll cancel your agreement 30 days after the date we first found out your payment failed and we will look to recover any outstanding payments.

1.6 How can I complain?

At Our House, we are dedicated to giving you the best customer experience. If we make a mistake or if you think we haven't done the right thing, please let us know so that we can put things right.

Please get in touch on:

- Call us on 0800 368 9881
- Email us at support@ourhouseuk.com

We take any complaint seriously and we'll do our best to fix any issue as soon as possible. If we need time to investigate, we'll let you know and keep you updated. We will aim to provide a final response to any complaint within 8 weeks.

If you are unhappy with our final response, you have the right to request an independent ombudsman to review your case. We will provide details of our appointed ombudsman our final response letter.

1.7 How do I make a change?

If you require any additional information, help, or support, you can write to us at:

Our House Home Assistance Limited. Hamilton House, Church Street, Altrincham, Cheshire WA14 4DR. or

Call us on 0800 368 9881

1.8 Renewal

- We'll write to you at least 30 days before your agreement is due for renewal.
- If you pay by Direct Debit, we'll keep renewing your agreement automatically, unless you ask us to stop.

SECTION TWO: PRODUCT COVERAGE

2.1 What is included in your maintenance and service plan

Home Health Check (HHC):

Your agreement includes a Home Health Check in the first year of your agreement (or if you change address).

The HHC is a check of **your** windows and doors. The HHC must be booked or completed within the first 90 days of **your** agreement start date or the date **you** change address.

We will make reasonable efforts to arrange this with you. During the HHC **we** will check that **your** windows and doors meet **our** eligibility criteria and do not have any **pre-existing faults** and are in good working order.

If the HHC fails we'll either:

- Tell **you** what needs to be done to fix it – and how much it'll cost if it's a **repair we** can complete, or
- Offer **you** a different plan and adjust **your** premiums accordingly
- Or, cancel **your** agreement

If HHC is successful **we** may complete the **Annual Service** immediately afterwards.

If the HHC has not been booked or completed within 90 days **we** may cancel the agreement to ensure **you** do not pay for a plan which will not protect **you** in the event of a claim.

Annual Service:

Your plan comes with an **annual service** that includes **your** windows and doors. When **we** complete the **annual service**, **our** engineer will give you, or **we** will send **you** a checklist that shows **you** exactly what we've looked at as part of the list. If **we** find a problem or fault that needs to be fixed, we'll tell **you** about it and if it included in **your** plan, **we** will fix it at the time or at a subsequent callout.

Windows and Security:

- Manual check of exterior doors including patio doors.
- Manual check off all window locks.
- Tightening of loose moving mechanical parts to all doors and windows
- Application of lubricant

Please note that all services maybe completed at the same time as a repair at the discretion of Our House.

Protection

- **Repairs / replacement** of any moving mechanical parts to all doors and windows providing they are not the result of a poor installation
- Creating emergency access if **you** are locked out of **your** property
- **Repairs / replacement** of locks and keys where the key is snapped in the lock or **you** have lost the keys needed to secure the property (and **you** do not have access to another set)
- Boarding up a broken window or door
- **Repairs / replacement** of broken locks for external windows and doors which secure **your** property
- Make property secure in the event of a breakdown of an attached garage door
- Use of tarpaulin to protect the property in the event of a damaged roof. This is not designed to be a permanent repair, but a temporary solution to cover the damage and protect you, whilst **you** seek a permanent solution.
- Please note: **We** are unable to include **repairs** of any faults that are above two storeys of a property

Please note: For the avoidance of doubt, this is a maintenance agreement for services supplied at our absolute sole discretion. This is not a contract of insurance, a guarantee or an insurance policy.

2.2 When will my Annual Service happen?

- When **your annual service** is due, 3 attempts will be made to contact **you** to arrange the service. If Our House are not able to contact **you** and therefore cannot complete **your annual service**, **you** will not be eligible for a refund of the **annual service** element of **your plan**.
- **You** can however contact **Our House** to arrange the service within the remaining period of the plan.
- In periods of local or national high demand for **our services** (usually due to cold weather), **we** will prioritise breakdowns and therefore **we** may need to rearrange **your annual service**.
- If **your plan** has a **call-out fee**, **we** will have to take payment before **we** make any **repairs**.

2.3 What we are unable to maintain and service

Our House are committed to providing high quality, easy to understand home emergency solutions that come with great service and transparent pricing. All without the jargon, bureaucracy and price-hikes of leading providers.

To enable **us** to do this there are certain scenarios where **we** are unable to offer protection. **We** have spent a lot of time working with **our** customers, engineers and partners to decide what **we** should and should not protect in order to provide a great service at a low price.

As this is a maintenance agreement, rather than an insurance contract, any **repairs** or **replacements** will be carried out at **our** sole discretion. See section 3.3 for more information about sole discretion.

2.3.1 Repairs

Protection repairs not included:

- Security incidents affecting any other building that is not **your** flat or main house, such as; detached outbuildings, detached garages, greenhouses and sheds
- Replacing locks or lost keys if **you** have access to another set of keys
- Replacing a garage door or **repair/replacement** of the electrical unit powering a garage door
- Internal doors (and windows) which do not secure the property
- More than one set of keys where **your** lock has been replaced
- **Repair** or **replacement** of the product which has been neglected, abused, misused or damaged intentionally. **We** expect **you** to take reasonable care of the product.
- Damage or breakdown caused due to fire, flood or other severe weather condition, natural disaster, or act of god. Any loss other than **repair / replacement**.

Please note: For the avoidance of doubt, this is a maintenance agreement for services supplied at our absolute sole discretion. This is not a contract of insurance, a guarantee or an insurance policy.

2.3.2 General exclusions

These conditions exist to make sure **we** provide **you** with the best service Our House can, using **our** expertise. **We** also put **you** first and will always take actions to lower costs for **our plans** wherever possible.

- Obsolete parts:

- **We** will provide **replacements** with similar functionality to the replaced parts, but these might not have the exact same features.
- **We** will try to get parts from the original manufacturer or **our** suppliers but if a part cannot be sourced, **we** might need cancel **your** agreement.
- If **you** have an older **boiler** there is a chance that **we** may not be able to get hold of all the parts **we** need to fix **your boiler** or central heating. If we've agreed to protect a **boiler** or appliance, we'll do what **we** can, within reason, to **repair** it but might not always be able to locate the required part.
- **Pre-existing faults:** **We** are likely to refuse to include **repairs** of any faults that existed before **you** took out the **plan**. **Our** engineers will use their expert judgement to decide when the damage happened.
- **Repair height:** **We** are unable to include **repairs** of any faults that are above two storeys of a property
- **Getting access and making good:** **Our** engineers will let **you** know if **we** need to remove cupboards or make holes in original surfaces in order to make a **repair**. **We** will spend up to £500 including VAT gaining access or **repairing** damage **we** cause by replacing items such as cupboards or filling in any holes. **We** won't be able to completely make good by replacing or restoring the original surface, e.g. tiles, floor coverings, decoration, grass or plants.
- **Intentional damage:** **We** may not **repair** or **replace** any parts that have been deliberately damaged or misused though **we** would usually **repair accidental damage**. **Our** engineers will use their expert judgement to decide how the damage happened.
- **Damage caused by others:** **We** are unlikely to agree to **repair** any faults or design faults that are caused by a third-party as part of a poor installation. **Our** engineers will use their expert judgement to decide how the damage happened and whether anyone other than **us** carries out any work that caused damaged.
- Any damage that's covered by insurance: **Your plan** doesn't include repairing or replacing any damage caused by extreme weather, flooding, escape of water, structural issues, fire or explosions – or any other kind of damage that's normally covered by household insurance.
- **Making any improvements:** **Your plan** doesn't include any improvements or upgrades, for example:
 - replacing mechanical parts that are past their recommended **replacement** or expiry date;
 - swapping mechanical parts for new ones

Where we've told **you** that an improvement is necessary, **we** may not continue to make **repairs** until the work has been carried out.

Please note: For the avoidance of doubt, this is a maintenance agreement for services supplied at our absolute sole discretion. This is not a contract of insurance, a guarantee or an insurance policy.

SECTION THREE: IMPORTANT INFORMATION

3.1 Keeping us informed

- **Moving home;** Please tell **us** **your** new address as soon as possible after **you** move **home** because the agreement **you** have with **us** is based on **your** current **home**. Depending on the circumstances, **we** may start a new **agreement**; transfer **your** current **agreement** to **your** new address; or if **you** ask **us** to, cancel **your** current **agreement**.
- **Changes to your system:** It's **your** responsibility to let **us** know if there are any changes to **your** contact details including telephone number, address or email. If **you** change **your** windows and doors during **your plan period**, please tell **us** so that **we** can check whether they meet our criteria or not. **Your plan** will continue as normal until **you** inform **us**. If **we** can't maintain or service windows and doors, **we** might need to cancel or change **your**

plan. It is **your** responsibility to check that **you** still need the same level of protection, this might not be the case if **your** new windows and doors are covered by a manufacturer's warranty.

- Under warranty from a third party: If **your** windows and doors are covered by a third-party warranty, it's **your** responsibility to make sure that any work **we** do doesn't affect that warranty. **We** will not be liable if any work **we** conduct on **your** windows and doors does not comply with the manufacturer's warranty.

3.2 Safety and Security

- **Getting into your home:** To ensure the comfort and safety of **our** customers, **our** engineers will only work on **your home** if there's someone 18 years or older there the whole time. They must be able to give instructions to **our** engineer on **your** behalf. It's **your** responsibility to arrange for **us** to access **your home**. If **we** can't access **your home**, **you** will need to rearrange the appointment. If **you** don't arrange a new appointment, **your agreement** will still continue. After three failed attempts to get into **your home**, **we** may cancel **your agreement**, but we'll make sure **we** let **you** know beforehand.
- **Safety risks in your home:** **We** won't start or continue doing any work in **your home** if **we** believe there's a health and safety hazard. **We** will only return to finish the work if that risk is gone. Asbestos needs to be removed before **we** can **repair your home**. **You** will also need to arrange and pay for someone else to remove the asbestos and give **us** a Certificate of Reoccupation, which proves that all asbestos has been removed in line with legislation and it is safe to return to the **home**. Only after this can **we** start working again.
- **Safety advice:** From time to time, **we** may tell **you** that **your** windows and doors need **repairs** or improvements, to keep them working safely, but are not included in **your agreement**. If **you** decide not to follow this advice, **we** will not be able to complete any further **repairs**, and **your agreement** will keep running until **you** or **we** change or cancel it. When this happens, **you** will still be liable for the agreed payments under the **agreement** until it is cancelled.

3.3 Legal Information

Authorised contact

If **you** want to appoint an **authorised contact**, please let **us** know who they are so that **we** can note it on **your agreement**, and **we** can communicate with that authorised person when required.

Recovering losses caused by third parties

If **you** request a **repair, replacement** or service under **your plan** **you** will give **us** all the help necessary to recover any losses owed to **us** from third parties, following any **repair** or **replacement** that **we** carry out. **We** may ask **you** to give **us** help to recover losses before or after **we** carry out any **repair** or **replacement**.

What we mean by sole discretion

As this is a maintenance agreement, rather than an insurance contract, any **repairs** or **replacements** will be carried out at **our** sole discretion. What this means is that **we** will use **our** judgement to decide whether or not **we** will complete the **repair** or **replacement** as part of **your plan**, but there will be certain times where the nature of the fault or the **repair** or **replacement** required or the circumstances that caused the fault will mean that **we** will choose not to complete the repair. **We** have provided some common examples in section 2.3 of where **we** are likely to exercise **our** discretion not to undertake the repair, however this is not a fully exhaustive list.

For this reason, **we** are not registered with the Financial Conduct Authority (FCA) for these agreements and they are therefore outside the remit of the FCA. This operational model allows **us** the discretion to approve or reject claims outside a strict interpretation of these terms and conditions.

Any other loss or damage

We're not responsible for any loss of, or damage caused as a result of, **your** windows and doors breaking or failing unless **you** can show that **we** caused the damage.

Who can benefit from this agreement?

Nobody other than **you** can benefit from **your agreement**. However, **you** can add **authorised contact** onto **your** account from whom **we** will take instructions

Introductory offers

Existing customers, or customers that have cancelled within the 2 years cannot take advantage of any introductory offers.

When we can cancel

We can cancel **your plan** straight away if:

- **You** give **us** false information;
- **We** find an **existing fault** during **your Home Health Check**;
- **We** can't find the parts **we** need to complete a **repair**, despite **our** best attempts;
- **You** put **our** people's health and safety at risk, for example, through physical or verbal abuse;
- **Your home** is unfit or unsafe to work in;
- **You** don't let **us** in to **your home** to work, despite several attempts;
- **We** tell **you** to make permanent **repairs** or improvements, but **you** don't; or
- **You** don't make **your** payments: We'll try writing to **you** to collect the money **you** are due to pay. If **we** don't hear from **you** and **you** don't pay, we'll cancel **your agreement** no less than 30 days after the date **we** first found out **your** payment had failed.

Using your personal information

Through this **plan** **we** will use **your** personal data in accordance with our Privacy Policy, which **you** can find at ourhouseuk.com

Changes to this Plan

If **we** make changes to it that are clearly in **your** favour, we'll tell **you** once we've made them. Otherwise we'll give **you** 30 days' notice. If **you** do not agree with the changes, **you** can cancel without any penalty.

Moving these plans to an insurance contract

If **we** move to become an insurance provider in the future **you** agree that **we** can move **you** to an insurance contract at **you** next renewal, or earlier if **you** or the regulator request **us** to.

Third party rights

Other than as expressly provided for in this **agreement**, no other party shall have the right to enforce any term of this **agreement** which that party would not have had but for the Contracts (Rights of Third Parties) Act 1999.