



**OUR HOUSE**

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



Call us on 0345 296 2785, or Email us at [support@ourhouseuk.com](mailto: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 Total Home 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 incorrect 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 boiler & controls**.

**Approved list:** A list of the boilers or parts that **we** can **repair** or replace. 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.

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

**Boiler:** the single mains-connected natural gas **boiler** cared for by this plan (this only includes the parts

inside the **boiler** casing; it does not include the **flue**).

**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.

**Beyond Economical Repair (BER):** Upon making a claim, the total cost of parts (including VAT) required to **repair** the **boiler** will be determined by **us** using reputable suppliers. If this cost exceeds 75% of the manufacturer's current retail price (or if this is not available, the average current retail price available through leading UK suppliers) for a **boiler** of the same or similar make and model to **your boiler** or the then current version of **your boiler**, it will be deemed to be BER.

**Central Heating System:** The heat and hot water system in **your home** – this includes **your** radiators, expansion tank, bypass and valves, system filters, cylinders (tanks that store hot water), any immersion heater and its wired-in timer switch, and the pipes that connect them.

**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.

**Flue:** the pipe used to remove waste gases produced by the **boiler**

**Gas Supply Pipe:** The gas installation pipework (up to and including 35mm diameter) running from the outlet of the gas meter to the isolation valve of any appliance (including flexible gas supply hose(s))

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

**Home electrics:** Electrical wiring, fuse boards and electrical fittings inside and outside **your** property.

**Home Health Check (HHC):** An initial check of **your boiler** and **central heating system**.

**Obsolete parts:** Our House use reputable suppliers who stock the usual parts required to fix most boilers. However, when attempting to fix **your** system **we** find that the relevant manufacturer's spare parts are not readily available after a search of all **our** stockists or that parts may be available but will take longer than 28 days to source, Our House will not be able to complete **your repair**. Please refer to **obsolete parts** section for details of what we will do in these situations.

**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**.

**Plumbing and drainage:** the system of pipes, tanks and fittings for the water supply and sanitation in a building.

**Powerflush:** A process designed to remove **sludge** and other debris from **your** central heating.

**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 **your boiler** or 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.

**Sludge:** The natural build-up of deposits in **your boiler** or **central heating system** as it corrodes over time.

**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**

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**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?**

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

Please call **us** on **0345 296 2785**

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 Gas Safe engineer to carry out the work for **your** gas heating and appliances. We'll send an approved plumber or electrician where **you** buy these additional products. **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 **0345 296 2785**.

### **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**

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**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?**

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**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 **0345 296 2785**

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?**

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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 **0345 296 2785**
- Email **us** at [support@ourhouseuk.com](mailto: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?**

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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 **0345 296 2785**

### **1.8 Renewal**

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- 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 boiler, central heating system, home electrics**, plumbing, 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 boiler, central heating, plumbing, windows, doors and home electrics** 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 boiler, home electrics**, windows & doors, and plumbing. 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.

#### Boiler:

- An inspection of the chimney structure (more commonly known as the **flue**)
- Inspection and, where necessary, cleaning of the burner, combustion chamber, any injectors and heat exchanger
- Inspection of ignition devices i.e. pilot lights and/or spark and flame sensing electrodes
- Checking the integrity of all seals and gaskets
- Ensure that any condensate traps and drains are free from debris (this does not include **sludge / scale / rust** within the system)
- Testing the appliance in accordance with the manufacturer's instruction to ensure:
  - The heat input and/or operating pressure are correct
  - The effectiveness of the **flue**
  - That all ventilation requirements are to current standards
  - The correct operation of all safety devices and that the **boiler** is safe for continuous use
- A final combustion analysis and measurement against tolerances set by the manufacturer's instructions
- A test of all disturbed gas connections
- Carry out functional testing of heating and hot water
- A visual inspection of any other encountered gas appliances
- Written notification of any gas safety defects which may affect the safe operation of **your** appliances
- An assessment of **your** current heating controls and best practice advice regarding energy efficiency
- The servicing of a system filter (if there is already one in place). **We** will however not **repair** or

replace a system filter.

**Electrics:**

- Visual inspection of the fuse board (this may include removal of the fuse board cover to inspect the condition of the switches).
- Visual inspection of accessible switches, sockets, and light fittings.

**Windows and Security:**

- Manual check of exterior doors including patio doors.
- Manual check off all window locks.

**Plumbing:**

- Visual inspection of drainage and flushing mechanisms. If slow drainage is observed a drainage aid lubricant maybe applied at the engineer's discretion.

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

**Plumbing and Drainage:**

- **Repairs to:**
  - Leaking pipes or joints
  - Non-flushing toilet
  - Washing machine and dishwasher hot and cold-water inlet flexible pipes
  - Leaking soil vent pipe
  - Leaking and/or seized internal stop tap
  - A water leak from central heating pipes, radiator valves and control valves
  - Leaking overflow pipes
  - A blocked or leaking drainage pipe
  - A leak and/or blockage to **your** water supply pipe within the boundary of **your** property
- Drain and isolate a leaking hot water cylinder/radiator
- Unblocking of a waste or rainwater drain
- Clearance of a blocked sink, toilet, or waste pipe

**Boiler & Controls:**

- Breakdown of the **boiler**
- **Repairs / replacement of:**
  - Leaking **gas supply pipe**
  - Leaking gas supply hose connecting to a gas cooker
  - **Flue** including the **flue** terminal, up to 3 m in length
  - **Repairs** to the controls that make the **boiler** work, including the programmer (time control), central heating circulating pump, motorised valve(s), zone valves or diverter valves, room thermostat and the cylinder thermostat.

**Central Heating System**

**Repairs / replacement of:**

- Leaking water tank, expansion tank or cylinder
- Heating system pump
- Radiators or radiator valves
- Central heating controls (not part of the **boiler**)
- Immersion heater

### 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

### Electrics

- **Repairs** to the permanent 240-volt electrical supply system and wiring on **your home** including:
- Failure of the electrical wiring as a result of a DIY accident, providing it is not the result of a poor installation
- Lost power to a circuit
- Failed security lighting and garden lighting including the **replacement** of the bulb providing it is a standard fitting
- Failed wiring to a shower unit
- Failed wiring connected to **your** property for the following appliances:
  - Burglar alarms and smoke detectors
  - Doorbells and electrical gates/garage doors
  - Air conditioning units
- Breakdown of a fuse box
- Failed or broken electrical switch
- Failed light bulb socket
- Failed wiring to an immersion heater and a breakdown of the immersion heater unit itself
- Permanent damage to the domestic electrical wiring caused by a power cut
- Electrical failure of the wiring to an electric vehicle charging point
- Please note: **We** are unable to include **repairs** of any faults that are above two storeys of a property

### Pest Infections

- Removal or treatment of pest(s) such as rats or mice in the main **home** of **your** property or an attached garage/outbuilding
- Removal or treatment of a wasp or hornets' nest from the main **home**, private garden, outbuilding or garage

**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**.
- The **annual service** will be completed in accordance with the current Gas Safety (Installation & Use) Regulations and the manufacturer's instructions for **your boiler**. Please make sure that **you** have the manufacturer's instructions available for the engineer when he/she attends.

## 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

- **Plumbing and drainage repairs not included:**
- Any dripping, broken or seized taps, only the main stop tap is protected
- Frozen pipes that need defrosting where there is no other damage
- Showers including the shower unit, controls, outlet or shower head
- Domestic appliances
- **Replacement** of sanitary ware (e.g. basins and toilet bowls)
- Any costs of water lost during a leak
- Noisy pipes
- External guttering, rainwater downpipes and soakaways
- Drains/sewers that **you** do not have sole responsibility for (including shared drains within **your** property)
- Drain clearance if the design of **your** drainage system does not allow access by **our** engineers (e.g. via a manhole)
- The external stop valve connection to the water mains supply (because it is the water company's responsibility)
- Seals and grouting, which generally fill gaps between tiles
- Spa baths, water softeners, water filters, water meters, waste disposal units and taps
- Water Pumps that are designed to boost **your** mains water pressure
- Water pipes between **your home** and any detached outbuildings on **your** property and any water supply pipe that doesn't supply water to **your home**
- Fountains, ponds or water features, garden irrigation systems
- **Plumbing and drainage** in **your** outbuildings if the supply is provided by a separate mains connection than to **your home**
- Manholes and their covers, soakaways, septic tanks, cesspits, drainage pumps, treatment plants and macerators and their outflow pipes
- Cleaning and descaling **your** drains and shared drains

**Electrics repairs not included:**

- Electricians in **your** outbuildings if the supply is connected to a separate electricity meter than the one in **your home**
- The electricity supply cable up to the fuse box or mains isolation switch (if **you** have one fitted)
- Electrical appliances including cooker extractor hoods, burglar alarms and camera systems
- Power cables between **your home** and any detached outbuildings
- Rubber or lead covered cables
- Outside lighting not fixed to **your home** or outbuildings
- Complete or substantial system rewire of **your home**
- Storage and panel heaters, underfloor heating
- Solar panels and solar inverter
- A power cut to the property that has not caused permanent damage
- The resetting of circuit breakers, which can be reset by you
- Any appliances beyond the fused spur and wiring forming part of the appliance e.g. washing machines, kettles, or any wiring/electricians beyond a cooker isolation switch
- Any wiring/electricians outside of the property which are buried below ground level
- Any wiring that does not form part of the permanent 240-volt electrical supply system e.g. central heating control wires, satellite dishes, radio/television aerials and their fittings/masts and telephones and their associated wiring;
- Routine electrical maintenance tasks including:
  - Replacing light bulbs, fluorescent tubes and decorative light fittings,
  - Replacing fuses in plugs,
  - Adjusting timer/temperature control of heaters or Economy 7 timer switches
- The shower unit
- Portable or fixed electrical heating systems or energy efficiency management systems
- Any part of the electrical wiring where completing a **repair** would result in a breach of the current electrical wiring regulations and electrical safety standard BS7671:2008 - Requirements for Electrical Installations (incorporating amendment 3:2015)

#### **Boiler and Central Heating System repairs not included:**

- Elson tanks, thermal storage units (e.g. Gledhill Boilermate and or Potterton Powermax and HE models) or their controls
- Separate gas heaters providing hot water
- LPG gas/oil systems
- Warm air heating system
- Under floor heating and its associated pumps and controls
- Fan convector heating
- Heated towel rails;
- Dual-purpose boilers (e.g. AGA, Rayburn);
- Combined heat and power systems
- **Sludge**/scale/rust within the system or damage caused by any other chemical composition of the water
- Any other gas appliance (with the exception of gas fires forming part of a back **boiler**)
- A breakdown when an engineer has previously identified that remedial / maintenance work is required to prevent a future breakdown
- Any part of the **boiler** which is not possible for the engineer to work on safely;
- Parts of the **boiler** where it is impossible or impractical to access because of its position such as the **boiler** is inaccessible due to the installation of fitted units
- Adjustment of timing and temperature controls
- **We** will not **repair** or replace any internet connected controls, thermostats & valves (i.e. Hive, Nest or Tado). In the event that a **replacement** is required to resolve a breakdown, **our** choice of parts will be fitted
- Solid fuel heating systems

- Electrical heating systems
- The **gas supply pipe** before the meter (because it is the responsibility of the National Grid)
- Gas supply pipework that is more than 35mm in diameter and/or made of steel any appliance connected to the **gas supply pipe**
- Sludged up **Central Heating system**. **We** won't be able to **repair** damage caused by limescale, **sludge** or other debris if **our** heating experts or engineers have advised **you** that **you** need to carry out **repairs** or an Our House **Powerflush**

#### **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 **repairs** / **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 **repairs** / **replacement**.

#### **Pest repairs not included:**

- Any pest(s) other than rats and mice and wasp/hornets' nests
- Rats &/or mice in the garden, detached garages and outbuildings
- Any pest infestation where **you** have not taken reasonable hygiene
- Measures to prevent a pest contamination, where recommendations have previously been made by **us**
- Any damage caused by pests
- Any claims where **you** have not given reasonable access to the engineer to apply appropriate treatments

**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**

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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.

- When **your boiler** is **Beyond Economical Repair (BER)**: If **your boiler** is BER **we** will not be able to carry out the **repair** and instead **we** will recommend that **you** get a **replacement boiler**. **You** don't need to use **us** to get a new **boiler** but **we** will give **you** a 15% discount if **you** get it replaced by **us**.
- **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.
- **Powerflush:** Over time, gas **central heating** systems build up **sludge** that can block or narrow **your** pipes, radiators and **boiler** parts. The **Our House Power Flush** is **our** way of removing that **sludge** from **your** system. We'll tell **you** if **your** system needs a power flush to work properly. Please note that this will cost extra as this is not included in **your plan**. If someone else carries out a **Powerflush** for you, **we** will need to see the receipt before **we** are able to carry out any more **repairs** or **replacement** work for damage caused by **sludge**.
- **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 on **your boiler**, appliance or system and damaged it.
- **Curved or designer radiators:** **We** will not **replace** curved or designer radiators. **We** can either:
  - **replace** any curved or designer radiators with a standard radiator; or
  - install a curved or designer radiator that you've bought yourself.
  - Where **we** install a designer or curved radiator purchased by you, **we** will only accept responsibility for **our** workmanship, not any manufacturing faults in the radiator itself.
  - By designer radiator **we** mean a radiator
    - of particular artistic design; or
    - of intricate shape; or
    - made from materials such as glass, marble, stone, wood, cast iron or similar non-standard material.
- **Faults caused by utilities supplies:** **We** won't **repair your boiler** or system if the damage has been caused by changes in, or problems with:
  - The supply of **your** gas, water or electricity.
  - External water supply **stopcock** (also known as stop tap or stop valve)
  - If **we** can't turn off the external water supply **stopcock** to **your home** to complete **your repair** it's **your** responsibility to arrange for this to be turned off.
- 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.
- **Software, internet communications or radio signals:** We're not responsible for any loss or damage caused by malicious, inappropriate or unintentional interference with the software, internet communications or radio signals of any **boiler and controls**, appliance, device or system included this **agreement**.
- **Smart home connections:** We're not responsible for **your** internet connection or the data transmission to, or from any **boiler**, appliance, device or control system.
- **Making any improvements:** **Your plan** doesn't include any improvements or upgrades, for example:
  - replacing smoke alarms that are past their recommended replacement or expiry date;
  - replacing working radiators; or
  - swapping standard radiator valves for thermostatic ones

Where we've told **you** that an improvement is necessary, **we** may not continue to make **repairs** on that part of

**your boiler or system** 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

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- 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** (including **your boiler**): 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** make changes to **your system** (including **your boiler**) during **your plan period**, please tell **us** so that **we** can check whether we can still protect **you**. **Your** plan will continue as normal until **you** inform **us**. If **we** can't maintain or service **your system**, **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 **you** are covered by a manufacturer's warranty.
- Under warranty from a third party: If **your system** is 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 boiler** or **system** does not comply with the manufacturer's warranty.

### 3.2 Safety and Security

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- 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 system**. **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 boiler** or **system** needs **repairs** or improvements, to keep it working safely, but are not included in **your agreement**, for example, if **your** ventilation doesn't meet current Gas Safe regulations. If **you** decide not to follow this advice, **we** will not be able to complete any further **repairs** to **your boiler** or **system**, 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.
- **Manufacturer's security instructions**: It's **your** responsibility to follow manufacturer's security instructions related to internet or mobile connected devices which are used to communicate with boilers, appliances or systems included in this agreement.

### 3.3 Legal Information

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## 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 boiler, central heating system, home electrics**, windows, doors, **plumbing and drainage** 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;
- **Your boiler** or other elements of **your system** cannot be protected by **us**;
- **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](http://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.