

Introduction

Hello, and welcome to Better Home Cover.

Better Home Cover Ltd provides boiler servicing and home emergency assistance for homeowners and landlords across the UK.

It is important that you read these terms and conditions thoroughly.

Contact Details

Our address is: Better Home Cover LTD, Hurlingham Studios, Ranelagh Gardens SW6 3PA

Our emergency telephone number to report an issue and request a contractor is:

0800 862 0833

Our emergency email address to report an issue and request a contractor is:

ResponseTeam@betterhomecover.com

We are open for emergencies and issues: 24/7 365 days per year

Our customer service telephone number is:

0800 862 0833

Our customer service email address is:

HappyHelpers@betterhomecover.com

We are open for customer service enquiries: Monday – Friday 9am to 8pm, and Saturday 9am to 3pm.

Definitions

Wherever the following words and phrases appear, they will have the following meaning:

Beyond Economic Repair (BER)

After an engineer appointed by us has attended and diagnosed the problem, we will calculate the total cost of repair including parts and Labour (including VAT) required to repair the boiler by Us using reputable suppliers. Your boiler will be deemed Beyond Economic Repair if;

1. In the opinion of us or our contractor, it would be uneconomical to repair the boiler based on its life expectancy or subsequent work required.
2. The total cost to repair your boiler exceeds 75% of the manufacturer's current retail price for a boiler of the same or similar make and model of your boiler.

If We deem Your boiler or appliance to be BER We will advise You accordingly.

Boiler Service – means an annual Service to ensure that Your boiler and wider central heating systems are safe and in good working order. We will contact you to arrange but You must also assist us to arrange for this Boiler Service to be completed as soon as possible.

Call-out Fee – means an amount that is paid each time Work is carried out on a new unrelated Better Home Cover Contract related issue.

Contract – means these terms and conditions setting out Your Better Home Cover Service Plan.

Contract Limits - The maximum amount that we will pay to correct an Issue under Sections 1 and 3 – 13 is £5,000, including labour, materials, part and VAT where applicable. This is up to an annual cap of £15,000.

The maximum amount that we will pay per Issue under Section 2 is £5,000 for boilers under 7 years old, and 30% of the replacement cost for boilers up to 15 years old.

The maximum amount we will pay per Issue under Section 11 is £250.

Controls – means the programmer / time clock, room thermostat (if fitted), cylinder thermostat (if fitted), and zone valves (but excluding the fused spur switch).

Domestic Purpose – means that Your Property must be used for normal living purposes only.

Emergency (ies) – means sudden and unforeseen damage to something in your Property that can't be temporarily stopped to prevent further immediate damage within the Property.

Property – means Your private domestic dwelling where You reside, or which is owned by You and let to tenants. Including any garage connected to Your Property, but excluding all outside areas including (but not limited to) workshops, gardens, outbuildings and sheds.

Issue – An Emergency incident occurring in Your Property of which the relevant incident has been elected by You to be included within Better Home Cover Service Plan.

Labour - Either one of Our own engineers or a suitably vetted and qualified sub-contractor will carry out the Work.

Monthly Payments – means the Better Home Cover Contract price which you must pay every month if you have chosen to pay monthly.

Pests - Wasps' nests, hornets' nests, mice, rats and cockroaches.

Renewal Date – means if You elect to renew Your Better Home Cover Contract, the date of which Your renewed Contract starts, which will normally be the anniversary of Your Start Date.

Better Home Cover Service Plan - the service plan You have ordered from Us subject to the Contract.

Better Home Cover Contract Price – the price You must pay for Your Better Home Cover Service Plan.

Better Home Cover Contract Term – means a period of 12 months commencing on the Start Date of Your Contract, or if You elect to renew Your Contract the period of 12 months commencing on the Renewal Date.

Sludge/Magnetite – dirty water contaminated by particles of dirt, rust or other foreign contaminants, that is deposited as water passes through the components of the central heating system.

Start Date – means the date on which Your Contract will start.

Work – means the Service and repairs that We may carry out at on the occurrence of any uncertain event relating to the systems or appliances detailed in Your Contract.

We / Us / Our – means The Better Home Cover Ltd.

You / Your – means the person who has entered into this Contract with Us.

Conditions that apply to Our Better Home Cover Contracts

Annual Boiler Service & Health Check

We are unable to commence your cover service until the boiler service we provide has been completed. Please ensure you allow these works to be carried out as soon as possible. If you have had a boiler service carried out within the past 12 months and wish to delay the boiler service that we provide you then there will be an initial 30-day cover exclusion period.

Our cover service provides an annual boiler service and health check. We will contact you by email, phone and text to arrange these services but if we are unable to reach you, it's important that you call us to arrange this service within 90 days of your Start Date or the date you change address. If you have chosen a landlord cover service then your service plan also includes a Gas Safety Certificate.

The boiler service and health check will be completed by a Gas Safe or OFTEC registered contractor in accordance with the current Gas Safety or OFTEC Regulations. Any remedial or maintenance work required or recommended by our contractor is not included.

We will carry out a boiler Service. We will check that Your boiler, its flue and ventilation are working in accordance with legal requirements and regulations, and We will analyse the combustion gases that Your boiler produces using a probe, where appropriate. We may disassemble Your boiler to clean it, if the tests indicate that this is necessary as per the manufacturer's instructions; this is to help make sure that they are safe and in good working order.

Your agreement with us covers the cost of sudden unforeseen failure of your appliance only and not the cost of any repairs that We find necessary during the initial inspection.

Call-out Fee

If you have elected a product with a Call-out Fee, the Fee is payable every time We are called out to carry out Work under Your Contract. This does not apply where we have to re-attend to resolve the cause of the original issue. Our engineer will decide whether a fault is related or unrelated to a previous issue linked to Your Contract visit.

In relation to payment of any Call-out Fee payable, we will ask for pre-payment by credit or debit card at the same time that We book Your appointment. All repair Work is guaranteed for 12 months subject to Our general terms and conditions.

Upon notifying Us of a potential Issue under Your Contract, We may ask You to conduct certain checks and if an engineer is sent out We may charge a further call-out fee if it transpires that the appliance has not been installed or maintained within the manufacturer's guidelines, or the Issue relates to something not covered by Your Contract.

Domestic Use

Our Contract is only available where Your Property is used solely for Domestic Purposes.

Gaining Access to Your Property and Arranging Appointments

Our engineers will only Work in Your Property if there is somebody aged 18 years or over there, at all times. It is Your responsibility to allow Us access to Your Property. If We cannot gain access, We will not be able to carry out the necessary Work, and You will need to arrange another appointment.

If You call Us out and nobody is in, a second visit will be chargeable based upon the type of work to be undertaken and the number of people required to undertake the job.

If You do not arrange another appointment, or We cannot gain access, Your Contract will continue, even though We have not been able to carry out the Work. If, after several attempts, We have not been able to complete an appointment, or We still cannot gain access, We may contact You to let You know that We have cancelled Your Contract.

Guarantees

We guarantee Work for a period of 1 year from the date We completed the Work, subject to the section below titled 'General'. If You experience the same fault again within the guarantee period, any Call-out Fee that You have elected to be included within Your Contract shall not be charged. The rights in relation to any guarantee that We give You apply in addition to, and do not affect, Your legal rights under the Consumer Rights Act 2015, or any replacement legislation. You can get advice about Your rights, from the Citizens Advice Bureau or Trading Standards Department.

Waiting Period

Subject to the cancellation rights set out in the section below titled 'General', Your Contract with us starts immediately. However, we are unable to deliver any services in respect of your boiler & heating until we have completed our Boiler Service & health check or until the 30-day exclusion period has passed. As soon as you purchase a cover plan we will contact you to arrange the Boiler Service & health check urgently.

Payments

Payments will be collected only by monthly or annual Direct Debit via GoCardless.com, as the Monthly or Annual Payment becomes due for that month. We do not accept any other payment methods. Should You cancel after the initial 14 day period the full Better Home Cover Contract Price will be due for payment. If a Boiler Service or Gas Safety

Certificate has been provided within the first 14 days and You cancel You will be required to pay for the services and parts provided including the cost of the Boiler Service. The cost of the Boiler Service is £85 + vat and the cost for the Gas Safety Certificate is £45 + vat.

All prices are inclusive of relevant taxes. There shall be no right of set-off in the event of any disputes between the parties, unless otherwise notified in writing by Us.

We may require, at any time, by delivery of an invoice to You, that all or part of the Contract shall be paid in advance, or on account, and sums so invoiced shall be immediately payable, any balance remaining payable as otherwise proved herein.

If either the Monthly Instalment or the full payment is not received on the due date for payment:

- An administration charge will be added for each Monthly Payment that has not been cleared in full on the required date previously agreed. This will be a £25 sum to cover our cost.
- We shall have the right to suspend all further deliveries or supply of services until all outstanding Monthly Payments or full payment of the Contract is made.
- In the event that We provide a Boiler Service to You and no payment is made, You will be required to pay the full outstanding amount on receipt of the invoice.
- We hold the right to process the unpaid outstanding amount that is due with a pre-authorisation via a debit or credit card.

Safety Advice

We may advise You that permanent repairs or improvements are needed to help make sure Your appliances or system works safely (for example, to keep to Gas Safety Regulations, such as upgrading Your ventilation to meet current standards). If You do not follow Our advice, Your Contract will still continue to run, unless the Contract has otherwise been cancelled, however, We will not provide any further assistance for that issue until this has been rectified to Our satisfaction.

Spare Parts

If Our engineer does not carry the spare parts needed on the day of Your appointment, We can ordinarily obtain most standard items within a short timescale, however where this is not possible, We will inform You of likely timescales and We will obtain and install

parts, as soon as possible. We may, in rare circumstances, use other approved, used parts, or parts that have been reconditioned by the original manufacturer or approved third parties. In the event that any parts are obsolete, We shall use all reasonable endeavours to obtain alternatives, however where this is not possible, We shall advise You and any further liability under this Contract shall cease.

Upgrades

Upgrades are changes to Your system which will improve its efficiency or safety. The cost of upgrading Your system is not included in this Contract. Examples of upgrades include but are not limited to replacing working radiators with improved models, and replacing standard radiator valves with thermostatic radiator valves.

Any repairs required to Your upgraded system will be carried out under Your Contract subject to any general exclusions that may apply.

Should You have a power flush from a third party, We would require proof of purchase of the power flush in order to complete any subsequent repairs.

What is Included in Your Better Home Cover Service Plan

What is included in Your plan is determined by the plan You choose.

Please note all plans include the Boiler Servicing. If you have purchased a Landlord product then your plan will also include a Gas Safety Certificate.

Your Boiler Cover – if you have selected this level of service cover, you are covered for all sections in **purple**.

Your Boiler & Heating Cover – if you have selected this level of service cover, you are covered for all sections in **purple** and **orange**.

Your Home Cover – if you have selected this level of service cover, you are covered for all sections in **purple**, **orange** and **blue**.

Section 1 - Boiler

We will assist You and pay for the call out, Labour, parts and materials involved in repairing or rectifying the breakdown of Your domestic boiler.

Repairs to a single boiler include any manufacturer fitted parts inside Your boiler.

Contract Limit: £5,000 per Issue

Annual Boiler Service

An annual boiler Service to Your boiler is in accordance with regulations and industry standards.

Section 2 - Boiler Replacement

If, following Our acceptance of a reported Issue under Section 1- Boiler, your boiler is deemed beyond economical repair, we will provide a contribution towards a replacement depending on the boiler's age as specified within your Contract Limits.

We will assist You and make a contribution towards the parts and materials involved in replacing Your boiler, up to the amount specified within your Contract Limits, providing your appliance has been fully maintained in accordance with the manufacturer's instructions.

Contract Limit: £5,000 for boilers under 7 years old and 30% of the replacement cost for boilers aged between 7 and 15 years old.

Section 3 - Central Heating Systems

We will assist You and pay for the call out, Labour, parts and materials involved in repairing or rectifying the breakdown of Your domestic central heating system.

Repairs to Your central heating system include:

- Pumps, motorised valves, radiators valves
- Hot water feed and expansion tank
- Pipes and fittings
- Thermostats
- Programmers

Contract Limit: £5,000 per Issue

Section 4 - Plumbing

We will assist You and pay for the call out, Labour, parts and materials involved in repairing or rectifying the breakdown of Your plumbing system.

Repairs include to the following:

- Hot and cold water pipes
- Cold water tanks and overflow
- Hot water tanks

Contract Limit: £5,000 per Issue

Section 5 - Internal Drains

We will assist You and pay for the call out, Labour, parts and materials involved in repairing or rectifying the breakdown of Your domestic internal drains.

Contract Limit: £5,000 per Issue

Section 6 - External Drains

We will assist You and pay for the call out, Labour, parts and materials involved in repairing or rectifying leaks or blockages of Your domestic external drains that are connected to the mains drainage system (excluding any soak-away).

Contract Limit: £5,000 per Issue

Section 7 - Taps and Toilets

We will assist You and pay for the call out, Labour, parts and materials involved in repairing or unblocking of Your taps and toilets.

- Leaking taps and running toilets
- Ball cocks, syphons and valves

Contract Limit: £5,000 per Issue

Section 8 - Electrics

We will assist You and pay for the call out, Labour, parts and materials involved in repairing or rectifying the breakdown of Your domestic electrics.

Repairs include to the following:

- Internal mains electric wiring
- Fuse boards and circuit breakers

Contract Limit: £5,000 per Issue

Section 9 - Gas Supply Pipes

We will assist You and pay for the call out, Labour, parts and materials involved in the repairing of Your domestic gas supply pipes.

Repairs to Your gas supply pipes located inside Your Property for which You are responsible, are those feeding the central heating boiler and other gas appliances.

Please note, assistance will only be provided once the National Gas Emergency Service have attended and isolated the leak. Our contractor will then attend and repair or replace the damaged section of internal pipework causing the gas leak.

Contract Limit: £5,000 per Issue

Section 10 - Water Supply Pipes

We will assist You and pay for the call out, Labour, parts and materials required following a:

- Complete loss of water to the kitchen
- Complete loss of water to the bathroom

Contract Limit: £5,000 per Issue

Section 11 - Security & Locks

We will assist you and pay for the callout, Labour, parts and materials involved for the following:

- Boarding up and making safe a broken external door or window.
- Repairs to broken locks on external doors and windows if your Property is insecure.
- Repairs to external window or door locks where the key has snapped in the lock.
- Emergency access to your Property if you are locked out due to lost or broken keys.

Contract Limit: £5,000 per Issue

Section 12 - Pest Control

We will assist you in treating the following Pest problems at your Property:

- Pests inside the Property.
- Pests attached to the Property.
- Pests in a garage or outbuilding accessible through, and attached to, the Property.

Contract Limit: £5,000 per Issue

Section 13 - Roofing

We will provide assistance if you have an uncontrollable or uncontainable water leak that is likely to cause further damage to your Property due to roof damage caused by adverse weather conditions. We will assist you and pay for the callout, Labour, parts and materials involved in providing a temporary tarpaulin to protect your Property and prevent further damage.

We will appoint a contractor to attend when it is safe for them to do so.

Contract Limit: £5,000 per Issue

Section 14 – Overnight Accommodation

Where you have reported an Issue under Sections 1 – 13 of this Service Contract Plan, We will pay for overnight accommodation if your Property is rendered uninhabitable.

Contract Limit: £250 per Issue

The following are not included in Your Better Home Cover Service Plan:

Boilers

- Boilers over 15 years of age or with an output in excess of 70kW/hr.
- Routine pressure issues arising from the inappropriate or inadequate care, non-maintenance or neglect of Your boiler and heating system as per the manufacturer's user instructions and safety guidelines. If We attend and perform a user task such as re-pressuring Your boiler You may be charged.
- Any maintenance or remedial work identified or recommended during the annual boiler service
- Underfloor heating or it's associated pumps and controls
- Replacement of parts that are faulty or damaged as a result of sludge or hard water scale in Your boiler
- Repairs to boilers or heating systems that have not been serviced in accordance with the manufacturer instructions by a qualified person within the preceding 12 months
- Warm Air heating systems
- Elson tanks, thermal storage units and dual-purpose boilers such as AGA's and Rayburns.
- Fan assisted convector heaters
- Mains pressure hot water thermal storage systems
- Solar powered panel or ground, air and water source pumps
- Damage caused by the escape of oil or gas
- Any boiler that has been condemned
- Any part of the boiler which is not possible for the engineer to work on safely

Central Heating

- The cold water system
- Elson tanks, thermal storage units and dual-purpose boilers such as AGA's and Rayburns
- Resetting Controls (for example but not limited to, thermostats or programmers following changes due to winter or summer months)
- Replacing any batteries for Your system Controls

- Repairing or replacing parts of Your central heating system and Controls that are specifically designed for piped or electric underfloor heating
- Removing sludge or hard water scale from Your central heating system
- Replacement of parts that are faulty or damaged as a result of sludge or hard water scale In Your central heating system
- Replacement of hot water tanks
- If any damage to Your hot water cylinder when is caused when We carry out any related repairs, We are unable to accept responsibility, unless it is caused by Our negligence
- Replacement of radiators
- Bespoke designer or curved radiators and their components
- Parts of a central heating system or Controls designed to incorporate any other heat source, for example: solar water, heating or solid fuel heating
- Unvented hot water cylinders, or any repairs relating to an unvented system
- Bespoke central heating system components or components that are not readily available

Plumbing

- Replacement of taps or showers
- Replacing bath and shower seals, grouting, or sealants
- Replacing or repairing sanitary ware, baths or shower trays
- Replacing cold water storage, hot water cylinders, radiators or expansion tanks
- Repairing or replacing water softeners, combined overflow and pop up waste mechanisms, all electrical hot water pumps and parts of Your water system that are designed to increase mains pressure, water filters, swimming pools, decorative garden features, rain water pipes and guttering, waste disposal units, macerators such as Saniflo, and electrical units for toilets
- Water pipes, to or from and in, detached outbuildings, fountains, swimming pools, hot tubs, ponds, and other decorative garden features, garden taps, treatment plants, rainwater pipes, roofs, guttering, or other external property
- Repairing frozen pipes
- Blockages, collapsed, or leaks, or any other problems of the mains water supply from the stop cock in Your Property, up to where it is connected to the public or shared water supply pipe within the boundary of Your Property, as these will be covered by either the water board or Your building's insurance

- We do not carry out Work for accidental damage caused by anybody who has been working directly on the plumbing system
- All repairs to galvanised steel cold water storage or expansion tanks
- Washing machine and dishwasher hot and cold flexible pipes
- Septic tanks

Water Supply Pipes

- Any water supply pipe which is the responsibility of the water supply company
- Any water supply pipe outside the boundary of Your Property, or for which You are not responsible, or fresh water pipes beneath or inside any building or outbuilding
- Frozen pipes, the damage from which has resulted in a leak or permanent blockage
- Swimming pools or similar, Jacuzzi, spa baths, decorative features, ponds, fountains and any associated pipes valves or pumps
- Caused by or resulting from inadequately lagged pipes
- Contents of Your Property.

Gas Supply Pipes

- Gas supply pipes which are the gas supply company's responsibility
- Systems not installed correctly, or which do not conform to any governing Gas Safe regulation or requirement
- Appliances leaking gas
- Any Issue relating to lead pipework

Electrics

- Any Issue arising from a power cut
- Any replacements or upgrades, or replacing fuse boards
- Repairing or replacing wiring encased in rubber or lead
- Repair or replacement light fittings and/or fuses
- Repairing accidental damage to Your electrical system
- The adjustment of any controls
- Repairing or replacing solar photovoltaic panels and installations
- Issues where a domestic appliance has caused a circuit to fail or trip, and this can be resolved by unplugged or turning off the appliance.

- Any Issues relating a domestic appliance
- Swimming pools, fish tanks, ponds, burglar and smoke alarms, satellite/TV equipment, telephone equipment, doorbells, garage doors, shower units and any form of renewable energy systems or equipment
- Rewiring the Property
- Any external wiring or electrics that are below ground level
- Any Work which would result in a breach of the current electrical wiring regulations and electrical safety standard

Drains

- Rainwater guttering and downpipes, manholes and their covers, soakaways, septic tanks, cesspits, drainage pumps, macerators, treatment plants and their outflow pipes
- Cleaning and descaling Your drains
- Shared drains.
- Any repairs to drains that have collapsed or been damaged or blocked by tree roots.
- Failure or damage caused by faulty or defective design of the drainage pipe including but not limited to delamination found in pitch fibre pipe construction;

Gas Appliances

- Repairing or replacing the flue including the flue terminal
- Damage caused by, or the removing of, limescale or sludge.

Security & Locks

- Loss of keys if another set of keys exist.
- Loss of keys to outbuildings including, but not limited to garages and sheds.
- Internal doors and windows.
- Repairs to doors and windows that are in outbuildings including, but not limited to garages and sheds.
- The repair or replacement to electronic units that power garage doors.
- Replacement of more than one set of keys where the lock has been replaced.

Roof Damage

- Any roof damage to buildings that are not the main Property
- Any repairs other than a temporary repair to prevent further damage to the Property
- Damage to flat roofs over 10 years old.

Pest Control

- Pest contamination that occurs outside the main Property (unless specifically covered).
- Repeat Issues where you have failed to follow previous guidance from Us or the contractor.
- Any pest contamination where reasonable hygiene measures have not been taken to prevent pest contamination.
- Any damage caused by pests.
- Any rodent infestations in outbuildings including external garages and sheds or in the garden area.

Overnight Accommodation

- The cost of any food and drink
- The cost of any parking
- The cost of travel
- The cost of any entertainment.

General Conditions and Exclusions

We will not include the following:

- Issues arising prior to the completion of Your Annual Boiler Service.
- Any Issue, loss or damage arising from circumstances known to you before Your Start Date
- Issues arising within the first 7 days following your reoccupation of the Property where the Property has been unoccupied for a period of 60 days or more
- Dripping taps on central heating filling loops that only leak when in use
- Repairing faults deemed intermittent or recurring
- Upgrades that are required to improve Your boiler, central heating, plumbing drains or electric system due to poor access or poor condition
- Replacing or repairing parts that do not affect how Your boiler, central heating, plumbing, drains or electric system works, or decorative or specialist parts
- Removing asbestos associated with repairing the boiler, central heating or plumbing system. When You have had any asbestos removed, You must give Us a clean air certificate before We will do any further Work at Your Property. By law, the person who removes the asbestos must give You a clean air certificate
- Corrosion or any parts that have corroded
- Blockages within Your boiler or central heating system
- Repairing or replacing any steel, lead or iron pipes
- Replacing any failed seals within Your boiler or central heating system that should be replaced as part of ongoing maintenance and remedial work
- The cost of repairing damage or breakdowns caused by changes to, or problems with, the gas, electricity or water services
- Beginning or continuing services where We reasonably consider that there is a health and safety risk, including the presence of dangerous materials, infestations, or harassment of Our staff (including verbal or physical abuse). We will not start Work again until there is no longer a risk to health and safety
- Repairs where parts are no longer available
- Any maintenance or repair of Your boiler, central heating or plumbing system which is covered under the manufacturer's guarantee
- Utility service connections for which You are not responsible
- Any damage to drains or other underground services caused by tree roots or the failure or damage caused by faulty or defective design of the drainage pipe including but not limited to delamination found in pitch fibre pipe construction

- Any equipment not situated in the Property
- Faults that occur due to general wear and tear of the item / system
- Repairs to appliances, boilers, systems or parts where you cannot provide evidence that they have been maintained in accordance with manufacturer's specifications/ instructions
- Back boilers and/or dual-purpose boilers
- Gas fires, solar panels or 'green' or 'renewable energy' systems
- Unvented hot water cylinders and any of its associated valves, such as the temperature relief valves, pressure reducing valves or any other parts of an unvented system that requires additional qualifications to enable gas engineers to work on them
- Repairs or replacement of any filter or related device for removing sludge, scale or other debris from your central heating or plumbing system
- Damage or faults that arise while your Property is unoccupied for a consecutive period of 60 days

Accidental Damage or Third Party Damage

We shall not authorise or reimburse the cost relating to damage caused by You, or any third party, if Work is carried out on Your boiler or central heating system by someone other than Us, whether or not following Our advice (e.g. power flush), which results in damage to that or another part of Your system. The repair will be excluded from Your Contract.

We will not carry out repairs as a consequence of accidental damage or any DIY undertaken in Your Property.

All other Loss or Damage

We shall not be responsible for any cost or expense, (unless caused by Our negligence), caused by necessary access and / or associated with reinstating the fabric of the Property and costs associated with the remedial Work, redecoration, or restoration of any fixtures or fittings needing to be removed or replaced, during the carrying out of any Work.

Unless caused by Our negligence, We will not be responsible for any loss or damage to Your Property as a result of Your boiler, central heating or plumbing system breaking or

failing, including cleaning needed, or damage to fixtures or furniture. This will ordinarily be covered by a Household Buildings or Contents Insurance policy.

We will not be responsible for making good any damage necessary that We have caused in order to carry out any repair or maintenance in order to meet Our obligations under this Contract.

We will not be responsible for replacing the original surface or construction.

Design or Existing Faults

We will not carry out repairs if there are design faults, faults which existed before You entered into Your Service Contract Plan with Us, faults which We identified on a previous visit to the Property and have not been rectified, or faults which We could not, using reasonable care or skill, identify on Our first Boiler Service or a repair call out. For example, this would apply to pipes buried under concrete floors, or any pipes that do not have acceptable pipe protection (acceptable pipe protection for pipes under floors is factory sheathed, soft copper laid through plastic ducting). Joints should not be located in the plastic ducting / sleeve, and the pipes should be installed according to the manufacturer's instructions.

Insured Risks

Except and only to the extent specifically stated under this Contract, We will not include the repairing of faults or damage or replacement of appliances or systems caused by freezing weather conditions, subsidence, structural repairs, accident, fire, lighting, explosion, flood or storm.

You should check Your household insurance to ensure that You have enough cover for these risks.

If anything specifically stated that has been included in this Contract is also included under any other insurance or maintenance Contract You hold, the repair will be the responsibility of the provider of Your other insurance or maintenance Contract.

We will not carry out any repairs under this Contract that are covered by insurance policies that You hold. This will be the responsibility of the insurance provider.

Internet Connected Heating Controls (Smart-Tech)

This Contract excludes Smart-Tech controls and also any broadband, mobile device or Wi-Fi connection issues.

Third Party Rights

Nobody other than You will be able to benefit from Your Contract, which cannot be passed to someone else without Our written confirmation.

General

Governing Law

The terms and conditions for all Contracts are written in English and all correspondence will be in English. Your Contract is governed by the laws of England and Wales.

Cancellation Rights (Our)

We may cancel Your Contract in the following circumstances:

- If You give Us false information
- At Our discretion
- If You do not make an agreed Monthly Payment
- If You do not give Us access to Your Property, if this is needed
- If We are not reasonably able to find parts for Your boiler, central heating or plumbing system
- If improvements We tell You are needed, are not completed
- You are physically violent or verbally abusive.

In these circumstances You will not be entitled to a refund of the Monthly Payments You have paid, and You must also pay Us the remainder of the Service Contract Plan payments.

We may choose to cancel this Contract:

- If, following the initial inspection and Service, We advise You that Your boiler, central heating or plumbing system is unsuitable or has not been installed in line with the manufacturer's instructions

- If there is a health and safety issue
- If the appliance has not been correctly registered in accordance with Gas Safety regulations
- If a permanent fault with Your central heating or plumbing system which We are not required to remedy under this Contract has not been remedied.

In these circumstances You will be entitled to a refund of the Monthly Payments You have paid in that Contract year, minus any costs We have incurred during that Contract period.

We may also choose to cancel this Contract:

- If Your boiler is seven years old or more, and not repairable
- If parts become unavailable and We cannot fix Your boiler or central heating system

In either circumstance, You will not receive a refund of the Monthly Payments You have paid in that Contract year.

If We choose to cancel Your Contract, We will notify You via email.

Cancellations Rights (Your)

You may cancel this Contract within 14 calendar days of agreeing to the Contract by emailing us at the email address shown within this document.

If You or We cancel the Contract within the first 14 days (Cancellation Period) and we have carried out any work, You must pay for the services and parts provided. The cost of a boiler service is £85 + vat and the cost of a Gas Safety Certificate is £45 + vat.

If We fail to provide the services that We have agreed to provide in any material respect you may cancel this Contract by emailing us at the email address shown within this document.

If You cancel this Contract after the first 14 calendar days for any other reason, You will not be entitled to a refund of any Monthly Payments that You have made, and You must also pay to Us the balance of the Contract.

Change in Circumstances

Should any appliance be replaced by You during the Better Home Contract Term, You must notify Us in writing of the alternative appliance to be covered by this Contract.

Moving Property

If You are moving out of Your Property, or buying a second Property, You will need to tell Us as soon as possible about any change of address. In the event that we are unable to continue to service Your Contract, We may cancel the Contract without any further liability being incurred by Us.

Subject to Us agreeing to move the current Contract to Your new Property, this will be subject to a 14 day exclusion period. If a different product is required, a new Contract will be offered at this time.

Occurrence Notification and Requirements

In order to utilise Your Contract, You or Your authorised representative must:

- Within 72 hours of the occurrence of the Issue, notify Us
- Where requested to do so, notify Us in writing and submit an incident notification form
- When requested to do so, and within 7 days of receiving such request, deliver to Us a written statement of all reasonable particulars and details of the item affected, details of the event, and provide all such documents, explanations and other evidence as may be reasonably required by Us.
- At the time of notification Your boiler must have been serviced by us in the last 12 months otherwise We will be unable to attend to the repair.

Unless all of the terms of this condition (as detailed above) are complied with, Your Better Home Service Contract will not be operative.

Original Documents

Original Documents must be provided in all cases of an Issue, We will not accept hand written receipts, or documents not on headed paper. We will not accept forwarded emails or documents that appear to have been modified in any way. We reserve the right to verify any documentation supplied to Us.

In order to notify Us of an Issue, You or Your authorised representative must:

- Hold the appliance or parts thereof available for inspection for 30 days following notification to Us.
- Provide proof of purchase, when requested, such as a dated receipt from a registered retailer.

Our Responsibilities

Any benefit provided by Us under this Contract shall be granted solely by Us and in every case shall be made only upon such terms and conditions as the company determine. For the avoidance of doubt, the limitation or the provision of the benefit shall only be made at Our absolute discretion.

Price Changes

Your Better Home Cover Contract Price may change if the government alters or introduces a change in the relevant tax rate. In these circumstances You will not be entitled to cancel Your Contract. We may also make changes to Your price to reflect increases or reductions in the actual or projected costs of providing Your Contract including, but not limited to, the number, costs or timing of Work carried out which We, as part of Our pricing have assumed or projected will be made under this Contract. We will always inform You about any changes to Your Contract Price and Monthly Instalments.

Renewals

We will send You a renewal notice, by email 28 days before the end of the Better Home Contract Term showing the price You would pay in the next period of Contract. We will also give You 28 days' notice to tell You of any changes to what is included in Your Contract, unless exceptional circumstances apply.

To protect Your cover Your Contract will automatically be renewed for a further 12 months unless You tell us within the last 28 days of any period of contract that You do not want to renew.

At the end of the Better Home Contract Term, the price of Your Contract may change; this can be because of general inflation and / or because We have more detailed and accurate information on Your boiler and / or central heating system, as well as Your breakdown history, meaning the price We charge when Your Contract renews will be tailored to You.

Subrogation and Observance

If a claim arises as a result of the act or default of a third party, at the request and expense of Us, You shall take and permit to be taken in its name, all necessary steps to enforce its rights against any such third party.

Using Your Personal Information

Please see Our privacy policy available on Our website for information about how we use your personal information.

Complaints

We always endeavour to provide the best service and products for our customers. However, on rare occasions, we recognise that there may be times where our customers may not be completely satisfied.

To ensure we are able to put things right as soon as we can, please read our complaints procedure below and we will respond promptly to ensure complete satisfaction.

As soon as possible after the completion of the works, please inspect the work to ensure everything has been carried out to our usual high standards.

In the unlikely event there is anything you are not completely satisfied with, please contact us as soon as you can in order that we can rectify any problems as soon as possible.

To make a complaint please write to us:

The Managing Director, Better Home Cover, Hurlingham Studios, Ranelagh Gardens, London, SW6 3PA

(please request proof of receipt if posting)

Or email our Managing Director at: Mads@betterhomecompany.com

We aim to respond within 2 days of receiving your complaint and where possible, will provide you with a date to remedy any issues raised.

Financial Conduct Authority

The Better Home Cover Ltd provides boiler servicing and home emergency service for Homeowners and Landlords. It is important to note that this is not an insurance policy and is therefore not regulated by the Financial Conduct Authority. Please read these terms and conditions thoroughly to confirm that the Home Emergency Cover you have purchased meets your requirements. If anything is incorrect, or you have any questions, you should contact us immediately. Please note that We shall decide how We service this contract and may at our discretion use the services of manufacturers or other parties to fulfil our obligations under this Home Emergency Cover contract. Any costs that you incur by employing any party other than Us to undertake any repairs shall not be reimbursed under this contract.