MY CONNECTED HOME - PLAN TERMS AND CONDITIONS

It is important for your protection and benefit that you read these terms and conditions. These and your plan summary, and any changes we notify you about (at renewal or otherwise), form your agreement with us. We intend to rely on the terms and conditions set out in this document.

DEFINITIONS

Plan: this contract of services.
System(s): your heating and central heating system protected by this plan, as shown in your plan summary.
we/us/our: My Connected Home, the provider of the plan.
you/your: the person named on your certificate.
your plan summary: the personalised section of your plan documentation, sent to you once you have taken out a plan or at renewal.

TYPES OF PLANS

Basic: Fixed annual service + 24/7 emergency repair reporting helpline + Fixed Call-Out Fee per repair.
Premium: Fixed annual service + 24/7 emergency repair reporting helpline + £0 Call-Out Fee (fully inclusive repairs). "Inclusive" parts/labour are subject to the boiler being repairable (BER clauses apply).
Installation: Covers our newly installed boilers at your property. This is an extended maintenance agreement linked to the installation workmanship and upkeep of the new boiler unit.

CONTRACT OF SERVICES

Please note that we will decide whether to provide our repair services or not at our discretion. This plan is not categorised as an insurance product and therefore insurance regulations do not apply. This plan is a contract of services and is governed by UK laws and regulations concerning service contracts. Protection will start 30 days after your application is processed.

ELIGIBILITY

You must be at least 18 years old and resident in the UK to be eligible. Your systems must be in good working order when this plan starts.

IMPORTANT CONDITIONS AND YOUR OBLIGATIONS

CONDITIONS

The following conditions apply to this plan:
• You must provide us with all information requested. All information you give must not be false, exaggerated or misleading;
• Your system must have been installed, maintained and used in accordance with the manufacturer's instructions;
• Your system must be owned by you, used in a private home for domestic use only, solely occupied by a single household (at the address you gave to us);
• Your system must be easily accessible and meet all relevant safety standards and be safe to work on;
• You must take reasonable steps to limit the damage to your system once you are aware of the breakdown or fault;
• Any indication of non-compliance with any of the above conditions shall give us the right to immediately terminate your plan.
• Any drains that are outside of the boundaries of your property are not covered in this plan.

YOUR OBLIGATIONS

Should there be any work required to make your system accessible for repair then this shall be your responsibility to arrange prior to requesting services from us.
When requesting a repair from us under your plan you must inform us at the outset of any intended works required in order to make the system accessible/compliant with all relevant safety standards and we shall be entitled to request certification of completed accessibility/compliance works prior to undertaking our repairs to your system. We are entitled to withhold our provision of the services under your plan should we arrive at your premises to undertake the repair works and discover that the system is not accessible or compliant.
We may end your plan by giving written notice should we deem that you have failed to comply with the conditions and eligibility requirements in these terms or that you have not fulfilled your obligations under your plan.

WHAT THIS PLAN INCLUDES

BOILER SERVICE: Annual boiler service includes bleeding of central heating pipes and radiators.
REPAIR: If the boiler breaks down, our approved engineers will attend to inspect and repair the fault. For our Basic Cover, a £70 call-out fee will apply, with any required parts costed to you. If you choose not to proceed with the parts recommended by our engineer, the repair request will be closed. You cannot source parts independently under this plan.
NOTE: If you are on our Premium Cover or Installation Cover, you will not pay a call-out fee, and all covered parts and labour are fully included.

HOW TO REQUEST A REPAIR

To request a repair please contact us as soon as possible on the telephone number shown on your plan summary.

REPAIRS INFORMATION

INFORMATION WE MAY REQUIRE

You must provide us with your plan reference to verify your repair request. You should send any requested documents to the address in 'Customer services details' below.

IMPORTANT INFORMATION ABOUT REPAIRS

Only engineers approved by us are authorised to carry out repairs under this plan unless we agree otherwise in advance. If you use an engineer we have not approved of, it breaches the terms of the service agreement. Our emergency repair reporting helpline is open 24/7, while general billing and plan administration enquiries are handled 9am to 5pm, Monday to Friday.
You must have your plan documentation to hand when the repairer arrives.

BEYOND ECONOMICAL REPAIR (BER) & SERVICE LIMITATIONS

1. Assessment and Determination: If an engineer dispatched by My Connected Home determines, in their professional and independent capacity, that your boiler is Beyond Economical Repair (BER), we will notify you immediately. A boiler is deemed BER if the estimated cost of parts and labour required to complete a safe and sustainable repair exceeds 60% of the current market value of an equivalent appliance.
2. Right to a Second Opinion: You maintain the right to seek an independent assessment from a third-party Gas Safe registered engineer at your own expense. If your independent engineer disputes our assessment, you may submit their written report to My Connected Home for review. However, My Connected Home retains final, absolute commercial discretion regarding whether to authorize further repair attempts under this maintenance agreement.
3. Resolution and Exit Routes: Once a boiler is permanently declared BER by us, our obligation to provide repair services for that specific appliance under your agreement will cease. In these circumstances, My Connected Home will offer you the following options:
• Plan Downgrade/Cancellation: We will cancel your existing plan (or downgrade it to cover plumbing/electrics only, if applicable) with immediate effect, waiving any remaining contract term commitments.
• New Installation Discount: We may provide you with a preferred, obligation-free commercial quotation to supply and install a replacement boiler through My Connected Home's network with our customer loyalty discount.
For the avoidance of doubt, this agreement is a maintenance and service contract. My Connected Home does not provide cash pay-outs, financial reimbursements, or free replacement boilers under any circumstances.

WHAT HAPPENS IF WE DECIDE NOT TO REPAIR OR REPLACE?

If we decide not to approve a repair request which would otherwise fall within the terms of your plan, we will inform you. Unless our refusal to repair is due to a breach of these terms by you, all fee payments you have made in the current period of your plan will be refunded and your plan will end immediately. No further amounts will be payable. We'll confirm this in writing to the last address you gave us.

GENERAL EXCLUSIONS

Unless they are listed under the 'What this plan includes' section, the following are excluded from the plan, and we will not pay for repairs which relate to:
• Modifying or making a system comply with legislation, work on the system that is only required due to legislation changes or making it safely accessible.
• Your failure to follow the manufacturer's instructions.
• Any problem with the supply of electricity, gas or water.
• Routine maintenance, cleaning or servicing.
• Indirect, direct or any consequential loss arising from your loss of use of the system or incidental costs caused by breakdown or repair.
• Damage to any other property or possessions, whether affixed to the system or not, unless it is proven to be our fault.
• Cosmetic damage such as damage to paintwork, dents or scratches.
• Any loss, damage or impairment to functionality caused by: theft, attempted theft, neglect, deliberate damage or damage caused by animals, plants or trees.
• Any loss, damage or impairment to functionality caused by: earthquake, flood, lightning, fire, wind, humidity, weather conditions, salt spray, storm or other natural events or catastrophes, abnormally high or low temperatures, corrosion, chemical exposure, radiation, explosion, sabotage, terrorism, insurrection, revolution, war, riot, armed conflict, civil commotion, rebellion, man-made events or catastrophes.
• Any system not registered under the plan.
• Repairs, maintenance work, or use of spare parts, where not approved by us.
• Commercial or business use including use by charities, not-for-profit organisations, local government or other such similar organisations (unless we agree to the use in writing beforehand).
• Fraud or attempted fraud, or where the condition of the system is not consistent with the request you made.

PAYING YOUR FEES

1. If you pay on a monthly or quarterly basis (inclusive of all applicable taxes) by Direct Debit, you must make regular payments as agreed and set out in your plan documentation. If we are unable to collect a payment from your bank, we may attempt to request payment again unless you advise us otherwise. When you have paid the monthly or quarterly fees by Direct Debit for the minimum annual term, your payments will continue a rolling contract basis to ensure you are always covered.
2. If instead you choose to pay all the fees for the period in advance in one payment, you must pay this amount (inclusive of all applicable taxes) before the plan will start.
3. We may use a collection agency to recover any amount owing to us.
4. If you do not pay for your plan on time, it will be suspended from the due date. Any requests for repairs past this date will not be considered for approval unless payment is received.

DURATION AND RENEWAL OF YOUR PLAN

1. The initial plan period begins on the 'start date' and continues until the 'renewal date', as specified in your plan summary (unless ended in accordance with these terms and conditions).
2. Before your plan ends, we will write to you about renewing and your renewal notice will show the new amount to pay. The fee payable may increase at renewal.
3. If you pay by Direct Debit, each year your protection will automatically continue for another year with a new plan at renewal unless you have advised us otherwise. The renewal fee will again be collected from your specified bank account to ensure you are always protected.
4. If you pay by any other means, you will need to make payment for your plan to continue.
5. A cooling off period (lasting 14 days from renewal of the plan or the day on which you receive your renewal documentation, whichever is the later) applies at the renewal of your plan.
6. We reserve the right not to offer you a renewal on your plan.

CANCELLATION AND ENDING OF THE PLAN

COOLING OFF PERIOD – CHANGING YOUR MIND

1. The 'cooling off period' is the fourteen (14) day period from receipt of your documentation or from the plan start date, whichever is later.
2. If you change your mind during the cooling off period, you can cancel your plan and we'll refund any fee paid.
3. If your plan automatically ends or is cancelled by us, these rights do not apply (see 'Our right to cancel your plan or bring it to an end' below).

AFTER THE COOLING OFF PERIOD

If you cancel your plan after the cooling off period, then the following will apply:
• If you have not received a repair, we'll refund the fee paid by you for the remaining full months of your plan. If you pay for your plan by Direct Debit, you will only receive a refund if you have already paid for any future months of your plan.
• If you have received a repair, no refund will be given, and you will have to pay the cost of the repair. This will be capped at the plan fee (less any fees you have already paid in the current period).
EXCEPTION: Where a plan is cancelled or downgraded as a direct result of My Connected Home declaring your boiler Beyond Economical Repair (BER) under the terms of this agreement, no termination fees, plan fee caps, or repair cost clawbacks will apply, and the plan will be ended immediately with no further amounts payable.
HOW TO CANCEL If you wish to cancel your plan, please contact us on 0345 057 3057 (9am to 5pm, Monday to Friday). You can also cancel by writing to us at the address specified in the 'Customer services details' section. If you are paying by Direct Debit and tell your bank to cancel your Direct Debit Instruction, but do not contact us first, we will not immediately cancel your plan. If you do wish to cancel, please contact us directly to avoid any communications regarding outstanding payments.

OUR RIGHT TO CANCEL YOUR PLAN OR BRING IT TO AN END

1. If you fail to comply with certain conditions and obligations (see 'Important conditions and obligations' above) we may bring your plan to an end, and we won't provide any further services to you under the plan. Any future payments made under your plan shall be refunded. You must pay us for any call-out and repair costs we have incurred in the current period.
2. We reserve the right to cancel your plan by giving you fourteen (14) days' notice. If we cancel your plan using this provision, you will receive a pro rata refund of the fee paid for the remaining unexpired days of your plan.
3. In each case, we'll confirm any such ending or cancellation of the plan in writing to the last address provided.

CUSTOMER SERVICES DETAILS

For customer services: call 0345 057 3057 or write to us at My Connected Home, 3 Durrant Road, Bournemouth, Dorset. BH2 6NE. Alternatively, you can email us at info@myconnectedhomeuk.com. Calls may be recorded and monitored for quality and training purposes. Lines are open from 9am to 5pm, Monday to Friday (except public holidays).

HOW TO COMPLAIN

If you wish to complain or are unhappy with the service provided, please contact our customer services team (see 'Customer services details' above).

CHANGES TO THESE TERMS AND CONDITIONS

We may modify or replace these terms and conditions to:
• Comply with the law, regulations, industry guidance or codes of practice;
• Rectify errors or ambiguities; and
• Reflect changes in the scope or nature of the protection provided to you. We will give you thirty (30) days' written notice of any change that could influence your rights or obligations. The new terms and conditions will take effect from the date specified in the notice. If you do not agree with the changes, you may cancel the plan by notifying us within that notice period and you will receive a pro rata refund of any payments you have made for the unexpired period of your plan.

IMPORTANT DATA PROTECTION INFORMATION

My Connected Home and its business partners will use your information (which you or others have provided to us) to provide the requested service and for administration (including the recovery of any amounts owing, where applicable), marketing, market research, customer surveys, regulatory reporting, to check and verify your identity and analytics and testing purposes. Your information may also be shared with other selected companies acting on our behalf in the proper administration of your plan. We will inform you about any adaptations to our business which shall affect your plan and any developments which we feel may be of interest to you. We shall only contact you about future developments using the details you have provided to us. Please indicate if you do not wish to be contacted regarding future offers and developments outside of your plan. If your personal details change, if you wish to change your marketing preferences or if you wish to opt out of receiving marketing information, please let us know by writing to: My Connected Home, 3 Durrant Rd, Bournemouth. BH2 6NE.

GOVERNING LAW AND STATUTORY RIGHTS

We will communicate with you in English and English Law will apply unless we agree otherwise with you. Nothing in the conditions will reduce or affect your statutory rights; for further information about your statutory rights contact the Citizens Advice Bureau: www.adviceguide.org.uk or 03454 04 05 06.

COMPANY INFORMATION

3 Durrant Road, Bournemouth. BH2 6NE
Company no: 12350315
We are a GDPR compliance company.

EXCLUSION OF THIRD-PARTY RIGHTS

This plan is only for your benefit. No rights or benefits will be given to any other third party under the plan.