



Hometree

TERMS & CONDITIONS



Welcome to the Hometree Family

Thank you for choosing Hometree to be your maintenance plan provider.

We believe that customers should get better, more affordable home maintenance plans with no unfair price hikes and the best customer service possible.

As part of this, we have designed our terms and conditions to be as easy to read and as transparent as possible. This is the legal part of your agreement with us, but we have tried to remove any confusing jargon and language from it so that it is easy to understand.

We want you to know exactly what you are paying for so please spend a bit of time reading this as it will help you understand exactly what is included in the plan.

We have created our products by listening to customers and understanding their needs. This is an ongoing process and therefore we value hearing from as many of you as possible so we can shape our future products. If there is anything you don't understand or have any other thoughts, please reach out as we love hearing from our customers!

This contract forms a maintenance service agreement between you and Hometree Marketplace Limited. Any repairs and replacements detailed in this agreement which are provided outside the annual service may be subject to a separate charge and are provided at the absolute sole discretion of Hometree.



What's included in our plans

The table on this page shows which areas of cover are included within each of our Plans.

Please use the Plan names at the top of the table to find out what's included in your cover. You can find full details of each area of cover within this document.

	Your Boiler	Your Heating	Your Home
Annual Boiler Service	✓	✓	✓
Gas Boiler, Flue & Controls	✓	✓	✓
Gas Supply Pipe	✓	✓	✓
Wider Central Heating		✓	✓
Plumbing			✓
Drains			✓
Home Electrics			✓



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1

DEFINITIONS

A list of important definitions we use in these terms and conditions.



Some phrases that we use in these terms and conditions have specific meanings. When you see these words appear in the document, look at this list for the specific meaning.

agreement	All the documents that give you information about your plan. This includes the welcome letter and these terms and conditions.
repairs team	The Hometree team responsible for organising repairs.
callout fee	The amount you will be required to pay each time you call us out to make a repair.
complete loss of service	When something that is protected in your agreement completely stops working. We set out a more detailed list of what we mean in the ‘What is included in your plan’ section.
emergency	A sudden and unexpected event or breakdown that leads to a complete loss of service or damage to the property.
home	A building designed for residential use that you own and either live in or rent out for someone else to live in, including any attached garage or conservatory.
residential use	A building where fewer than half of the rooms are used for any type of commercial purposes. We can only protect it if the total output of all boilers combined is less than 70kW.
start date	The day your agreement comes into effect. This date is confirmed on your welcome letter.
system	A particular area of the home that we have agreed to protect, depending on the package level selected. These are the boiler and controls, central heating, plumbing and drains and home electrics.
we/us/our	Hometree Marketplace Limited.
welcome letter	The email or letter which forms part of the plan containing your name, home address, level of protection provided, any add-ons and any callout fee that may apply.
you/your	The person listed as the plan holder.



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WHAT IS INCLUDED IN YOUR PLAN

Here we outline the key items that are included in your plan as well as important payment information.



OUR PLANS

Once you have purchased your plan, we will send you a welcome letter confirming when your plan starts. You can see which type of contract you have on your welcome letter. You must be the owner of the home.

Prices and price change

All of our plans are annual contracts but you can pay for your plan by either monthly or annual Direct Debit.

Your plan is a maintenance plan which means we will provide an annual service and complete repairs to parts that are shown in the 'What is protected' section. Any repairs and replacements detailed in this agreement which are provided outside the annual service may be subject to an additional charge and are provided at the absolute sole discretion of Hometree. This is not an insurance policy.

Your agreement shows the total amount you will pay including tax, the length of your contract and any call out fee applicable.

Our price will not change over a 12-month period unless you change your agreement, or the Government changes the relevant tax rate.

Renewals

All of our contracts are up for renewal every 12 months. We will write to you at least 30 days before your plan is due for renewal and inform you if there are any price changes. We will keep renewing your plan automatically, until you ask us to stop.



What is included

A boiler welcome service and/or annual service.

The annual service includes the following repairs and replacements (if we think you need it). Our engineer will carry this out at the time of the annual service, or at a follow up appointment after the service:

✓ **Boiler**

Repairs to a single boiler in your home.

✓ **Flue**

Repairs to the flue including the flue terminal, up to three metres in length.

We will arrange a replacement of the existing flue, including the flue terminal if we are unable to repair it.

✓ **Controls**

Repairs to the controls that make the boiler work, including the programmer, any thermostats, motorised zone valves and central heating pump.

We will arrange replacement controls if we are unable to repair it.

✓ **Gas Supply Pipe**

Repairs to the gas supply pipe – the pipe that connects your gas meter to your gas appliances.

We will arrange a replacement gas supply pipe if we are unable to repair it.

What is not included

Here are the things that are not included in this product. There are also some general exclusions in the 'What we are not able to protect' section below.

✗ **Other types of boilers/ heaters**

You are not protected for repairs to the following:

- Warm air units
- Electric Boilers
- LPG boilers
- Kick-space heaters

✗ **Electric Heating**

Repairs or replacing:

- Storage and panel heaters, underfloor heating
- Solar panels and solar inverter

See section 3. *What we are not able to cover for the full list of general exclusions.*



What is included

✓ **Wider Central Heating**

Repairs to:

- Expansion tank, radiators, towel rail radiators (both straight and curved), bypass and radiator valves
- Hot water cylinders and any immersion heater including its wired in timer switch.
- The pipes that connect the central heating system, for example, the pipes that connect to your radiators or cylinders

We will arrange a replacement of any parts of the system if we are unable to repair it.

What is not included

✗ **Sludge**

We won't be able to repair damage caused by limescale, sludge or other debris if our heating engineer has advised you that you need to carry out repairs or a powerflush.

See section 3. What we are not able to cover for the full list of general exclusions.



What is included

✓ **Plumbing**

Repairs to the plumbing system in your home including:

- Your hot and cold-water pipes between your internal stopcock up to but not including your taps, garden taps or the flexible pipes to your kitchen appliances
- Cold water tanks, toilet siphons, isolation, ball, and radiator valves
- Your water supply pipe from the boundary of your property to your home

We will arrange a replacement of any parts of the system if we are unable to repair it.

What is not included

✗ **Bathroom and water related items**

Repairs or replacing:

- Sanitary ware – which is ceramic such as sinks, lavatories or toilet bowls
- 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
- Sanitary macerators
- Water pipes between your home and any detached outbuildings on your property and any water supply pipe that does not supply water to your home

✗ **Showers and taps**

Repairing your showers and taps, their parts, and pumps.

See section 3. What we are not able to cover for the full list of general exclusions.



What is included

✓ Drains

Repairing and unblocking internal drains to restore flow, including toilets. Unblocking external drains to restore flow as long as it is within the boundary of your property to your home.

✓ Home Electrics

Repairs to the mains electrical system and wiring in your home including:

- The fuse box, light fittings, switches, sockets, isolation switches and your immersion heater timer switch
- Extractor fans up to 15cm in diameter
- Doorbells and smoke alarms that are connected to the main wiring
- Outside lighting as long as it's fixed to your home or outbuildings and fitted less than three metres above ground

What is not included

✗ Collapsed drains

Repairing or replacing drains that have:

- Collapsed or
- Where any excavation or removal of tree roots are required

Repairing or replacing shared drains and any drains which are outside the boundary of your property.

Cleaning and de-scaling drains.

✗ Non-wiring electrics

Repairing or replacing:

- Lightbulbs and light fittings
- Satellite systems, DVD players, etc

✗ Electrical Appliances

Electrical appliances including washing machines, dishwashers, cooker extractor hoods, burglar alarms and camera systems.

See section 3. *What we are not able to cover for the full list of general exclusions.*



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WHAT WE ARE NOT ABLE TO PROTECT

This section lists our 'general exclusions'. They are important to understand because we cannot protect certain things.



GENERAL EXCLUSIONS

What is not included

Please remember

This is a maintenance contract. Any repairs or replacements required outside of the annual service, that are not related to the work that we carried out at the annual service, may be subject to a separate charge and are carried out at our absolute sole discretion. This is not a contract of insurance or a guarantee.

✗ Pre-existing faults

Any problems that our engineers judge to have happened before the start of your plan.

✗ Wi-fi or hub issues

Wi-fi issues or internet connections that are necessary to make your controls and heating system function correctly.

✗ Garden items

Repairing or replacing:

- Fountains, ponds or water features, garden irrigation systems
- Rainwater pipes, guttering and frozen pipes that need defrosting where there is no other damage
- Plumbing 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



GENERAL EXCLUSIONS (cont.)

✗ **Outbuildings or outside electrics and lighting**

Repairing or replacing:

- Electrics 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)
- Power cables between your home and any detached outbuildings
- Rubber or lead covered cables

✗ **Swimming Pools, Heat Pumps and Underfloor/Outdoor Heating**

You are not protected for repairs to the following:

- Underfloor heating
- Solar panels
- Any part of your boiler and controls which directly supplies a swimming pool
- Air or ground source heat pumps
- Any heating systems or controls designed for outdoor heating

Or any systems or controls designed for outdoor heating.



It is important to read and understand this section because there are some things that we have decided not to protect.

These conditions exist to make sure we provide you with the best service we can, using our expertise. We have spent a lot of time working with our customers and engineers to decide what we choose not to protect in an effort to keep our prices low and our customer service high.

We are not registered with the Financial Conduct Authority (FCA) for these plans and they are therefore outside the remit of the FCA. This operational model allows us the discretion to approve or reject repairs outside a strict interpretation of these terms and conditions.

Existing faults

We will not include repairs of any faults that existed before you took out the plan. This includes design or installation faults. Our engineer will use their expert judgement to decide when the fault happened.

When the cost of repair is more than a new boiler

If the cost of the repair for the boiler is likely to be more than the cost of a new boiler 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.

If we think that the repair won't solve the underlying problem we will advise you that we can fix it this time but will not be able to make any further repairs.

When spare parts are no longer available

We will provide replacements with similar functionality to the replaced parts, but these might not have the exact same features. If you decide to give us a replacement part that you have purchased yourself, our engineer will install it as long as the replacement part is on our approved list.

We will try to get parts from the original manufacturer or our suppliers but if a part cannot be sourced, we need we might cancel your contract.

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. If you can find a manufacturer approved part, we will be happy to fit it and reimburse you if you give us a receipt.

Damage caused by others

We are unlikely to agree to repair any faults or design faults that are caused by interference by anyone apart from us, including 3rd party engineers or utility suppliers. This includes if the damage is caused by a power cut.

Our engineer will use their expert judgement to decide how the damage happened and whether anyone other than us carried out any work on your boiler, appliance or system and damaged it.

Intentional Damage or Negligence

We will not repair or replace any parts that have been deliberately damaged, misused or neglected. Our engineer will use their expert judgement to decide how the damage happened.

Curved or designer radiators

Your plan will not replace curved or designer radiators.

By designer radiator we mean a radiator

- of particular artistic design
- of intricate shape; or
- made from materials such as glass, marble, stone, wood, cast iron or similar non-standard material



Any damage that's covered by home insurance

Your plan does not include repairing or replacing any damage caused by extreme weather, flooding, escape of water, structural issues, fire or explosions – or any other kind of damage that's normally covered by household insurance.

Making any improvements

This plan is designed for repairs to your systems and therefore your plan does not include any improvements or upgrades such as:

- replacing working radiators
- swapping standard radiator valves for thermostatic ones
- adding extra radiators

Where Hometree informed you that an improvement is necessary, the engineer may not continue to make repairs on that part of your boiler, appliance or system until the work has been carried out.

Steel or iron pipes

Your agreement does not cover the repair or replacement of steel or iron pipes. The only exception to this is your gas supply pipe and water supply pipe.

Energy/central heating management systems

Your agreement will not repair or replace energy or central heating management systems.

External water supply stopcock (also known as stop tap or stop valve)

If the engineer is unable to turn off the external water supply stopcock to your home to complete your repair, it will be your responsibility to arrange for this to be turned off.

Any other loss or damage (consequential damage)

Your plan is not responsible for any loss of, or damage caused as a result of, your boiler, appliance or system breaking, leaking or failing unless you can show that we caused the damage.

Powerflush

Over time, gas central heating systems build up sludge that can block or narrow your pipes, radiators, and boiler parts.

The Hometree Power Flush is our way of removing that sludge from your system. We will 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 agreement.

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.

Getting access and reinstatement

Our engineer will let you know if they need to remove cupboards or make holes in original surfaces in order to make a repair. This plan will cover up to £1,000 including VAT to gain access to carry out repair. This may involve removing and then re-fixing a cupboard.

We will fill in any holes and leave the surface level where we have made access to an internal pipe or valve or an external water supply pipe, however we are not responsible for reinstating floor coverings, fixtures or fittings to their original standards.



4

HOW TO

Here we explain how and when we will organise your service visit, request a repair, make a change, cancel your plan or make a complaint.



How to organise an annual service visit

All products include an annual service which is a check-up of your gas boiler, central heating, and ventilation each year to make sure they are working safely in line with the relevant laws and regulations.

Arranging the annual service visit

We will try to contact you or your authorised contact to book your annual service. We try to do these in summer months so that we can prioritise breakdowns in the winter. If you need your service outside of these months you can contact us, and we will try our best to fit you in.

We will make three attempts to contact you about your annual service. After the third failed attempt to contact you or your authorised contact, it is up to you to rearrange your annual service and you will not be refunded for the cost if you miss the annual service.

We will try to complete your annual service on the anniversary of your last service. However sometimes your annual service may be more than 12 months after your last service visit. In periods of local or national high demand for our services (usually due to cold weather), Hometree will prioritise breakdowns and therefore we may need to rearrange these.

What's involved in an annual service

Your annual service may include testing the gas your boiler or fire produces. If it is necessary to take your boiler apart to adjust or clean it, we will do so.

When we complete the annual service, our engineer will give you, or we will send you, a checklist that shows you exactly what we looked at as part of the annual service. If we find a problem or fault that needs to be fixed, we will tell you about it.

We will also provide ongoing support to ensure that the boiler and other systems that we checked at the annual service continue to function correctly. We will offer you hints and tips on our website and you can also contact us during your contract period if you have any problems. If required we will arrange for an engineer visit to repair any issues.

Welcome Service

Depending on your circumstances, we may need to do a welcome service. This is a check to see if your system can be protected and that there are no pre-existing faults. We will usually do this within 28 days of your plan start date.

If we find your existing boiler and controls are not on the approved list or they have an existing fault, we will either:

- offer you a different plan
- cancel your plan
- tell you what needs to be done to fix it and give you a quote for the cost of the repair. Once Hometree or someone else has fixed it then we can then protect you

If your system passes the welcome service, our engineer will do an annual service immediately afterwards.



How to organise a repair

As part of your maintenance contract we will complete any repairs or replacements of any parts that we checked during your annual service for the duration of the contract. If you call us out to a repair and we have not completed your annual service we will need to complete an annual service before completing any repairs.

Arranging a repair

We aim to handle all repairs as quickly and as efficiently as possible and strive to keep you updated along the entire process. To arrange a repair, please use our online booking tool here.

[Online booking tool](#)

Grace period before you can request a repair

You will not be able to request a repair within the first 14 days of your start date.

Paying callout fees

You will find the callout fee you have selected on your welcome letter. When the repairs team book your repair, they will ask for a debit or credit card payment, if applicable. You will need to pay this before every new claim you ask for but we will not make you pay it if the engineer needs to re-attend for the same repair (within a month).

Arranging a time to visit or make repairs

We will try and arrange a repair or visit at a time that is convenient to you, unless something beyond our control makes that impossible – in which case the repairs team will let you know as soon as possible and arrange another time when our engineer can visit.

Cash payments

We will not offer you cash instead of carrying out a welcome service, an annual service, repairs, or replacements.

If you miss any payments

Before we book your annual service or repair, Hometree will require you to pay for any unpaid/overdue payments and our engineer may not visit the home before these are paid.



How to make a change to your contract

Moving home

Please tell us if you move to a new house as soon as possible, as your plan is based on your current home. Depending on the circumstances, you may need to take out a new plan and cancel your existing plan.

Changes to your home or boiler

You need to let us know if there are any changes to your contact details including telephone number, address, or email. If you change your boiler during the contract period, you will need to inform us so we can confirm if your new boiler is on the approved list.

Your plan will continue as normal until you tell us. If your new boiler or appliance cannot be protected, we might need to cancel or change your plan. It is your responsibility to check that you still need the same level of care. This may not be the case if your new boiler has a manufacturer's warranty.

Upgrades / Downgrades

If you wish to upgrade your plan to a different level of protection or change your callout fee, you can do this at any point. Depending on the circumstances, we may need you to sign up to a new plan and cancel your existing plan. You will not be able to downgrade midway through your contract for free as this counts as a cancellation.



How to cancel your contract

All our contracts are annual contracts, so you may not be able to cancel for free once you pass through your cooling off period.

Cancelling in your cooling off period (within 14 days)

You can cancel your plan within 14 days of the start date or, if later, within 14 days of the date you receive your welcome letter. We will refund any payments you have made.

If we have carried out any work for you before the cooling off period ends and then you cancel your contract, you will still have to pay cancellation charges to cover the cost of work done as follows:

Annual Service or Welcome Service - £90
Landlord Gas Safety Record - £120

If you want to cancel after 14 days

If you have not had a repair or service visit you are free to cancel without any fee as long as you give us one month's notice. We will not offer any refunds for any previous months you have paid for. We will return any unused payments if you decided to pay annually. If you had a repair or service visit/Landlord Gas Safety Record, we will cancel your agreement from the date you tell us but you will have to pay cancellation charges to cover the cost of work done as follows:

Annual Service or Welcome Service - £90
Landlord Gas Safety Record - £120

Repair - the remaining balance outstanding under the agreement. For example, if you have 5 months left of your contract you will need to pay an amount equivalent to 5 outstanding payments.

When we have to cancel

We can cancel your contract or cover straight away if:

- You give us false information
- Your boiler is not on our approved list
- We find an existing fault during your welcome service
- We cannot find the parts we need to repair your boiler, appliance or system, 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 do not let us in to your home to work, despite several attempts
- We tell you to make permanent repairs or improvements, but you do not
- You do not make your payments

We will try writing to you to collect the money you are due to pay. If we do not hear from you and you don't pay, we'll cancel your contract no less than 30 days after the date we first found out your payment had failed.



How to make a complaint

Our mission is to provide customers with the highest level of service. If we have fallen short of your expectations, we will make every effort to resolve the issue quickly for you. To give you even more protection in case something goes wrong, there are various levels of escalation that you can turn to.

Please get in touch with us as soon as possible if there is anything wrong with any part of your policy.

- Call us on 0330 912 4843
- Email us at support@hometree.co.uk

We take any complaint seriously and we will do our best to fix any issue as soon as possible. If we need time to investigate, we will let you know and keep you updated.

If we are unable to resolve your complaint

The Dispute Resolution Ombudsman offers a free independent complaint resolution service. Similar to the Financial Ombudsman Service, you can refer to the Dispute Resolution Ombudsman free of charge - but you must do so within six months of the date of the final response letter.

You can contact them via one of the following methods:

Website: www.disputeresolutionombudsman.org/dispute

Email: info@disputeresolutionombudsman.org

Post:

Premier House,
First Floor, 1-5 Argyle Way,
Stevenage, SG1 2AD

Registered in England and Wales: 8945616

Phone: 0333 241 3209



5

SAFETY AND SECURITY

This section explains the procedures we take to look after the safety and security of our customers and engineers.



Our products are unique as they involve sending engineers into people's homes to fix issues with complicated systems such as boilers. Therefore, we place extra importance on the safety of our customers and engineers. We have several processes in place to make sure of this.

Our engineers

The repairs team will send an approved Gas Safe engineer to carry out the work for your gas heating and appliances or carefully vetted plumber or electrician.

Getting into your home

To keep our customers safe, our engineer will only work on your home if there is someone 18 years or older there the whole time. They must be able to give instructions to our engineer on your behalf.

It is your responsibility to arrange for the engineer to access your home. If the engineer is unable to access your home, you will need to rearrange the appointment. If you do not arrange a new appointment, your insurance policy will continue. After three failed attempts to get into your home, we may cancel your plan.

Safety risks in your home

Our engineer will not start or continue doing any work in your home if they believe there's a health and safety hazard. Our engineer will only return to finish the work if that risk is gone. Asbestos needs to be removed before the engineer can repair your boiler, central heating, or gas supply pipe. You will also need to arrange and pay for someone else to remove the asbestos and give the repairs team 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 our engineer start working again.

If your system is unsafe or against regulations

From time to time, we may inform you that your system needs repairs or improvements, to keep it working safely, but are not covered by your insurance policy (for example, if your ventilation doesn't meet current Gas Safe regulations).

If you decide not to follow this advice, you may not be covered for any further repairs to your boiler or system under this agreement, and your insurance policy 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 insurance policy until the end date or it is cancelled.



6

LEGAL INFORMATION

Details around our underwriter, our fraud policies, the FSCS compensation scheme, how we use personal data, applicable law and other legal information.



Hometree

This plan is provided by Hometree Marketplace Limited. We are a company registered in England and Wales (company number 09808066. VAT: 228718977) at Hamilton House, 4 Mabledon Place, King's Cross, London, WC1H 9BB.

Law and Jurisdiction

This plan shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England.

Personal Information

We use your personal information to provide you with the services in this agreement.

For more information about how we use your personal information please see our privacy plan <https://hometree.co.uk/privacy-plan.html>

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.

Under warranty from a third party

If your boiler, appliance or system is covered by a third-party warranty, it is 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.

Who can benefit from this contract?

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

Our guarantee for our work

If we have supplied any faulty parts, we will repair or replace any parts we have supplied. We will also fix any faulty work that we have carried out within 12 months from the date that we carried out the work. This does not 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.

Moving these contracts to an insurance contract

If we introduce a comparable insurance product you agree that at our discretion we can move you to an insurance contract at your next renewal, or earlier if you or the regulator request us to.