

TERMS AND CONDITIONS

The following explains exactly what the products in your Cover Plan agreement do and don't cover. It is important you read these terms and conditions carefully, together with your statement confirming the products you hold, as these form the basis of your agreement with us.

1. LEVEL OF COVER

1.1 Cover can be taken out for any domestic gas appliance or multiples thereof.

1.2 Same day callout providing call is received by 12.00 noon subject to availability of an engineer. In the event of a 'Same day' repair not being possible, follow on visits or work requiring the ordering of or fitting of parts will fall outside of the 'Same day' cover.

1.3 Safety check – At the time of the Annual service visit the service engineer will check the safe operation of the appliance serviced.

1.4 Annual visit – A service engineer will, by prior appointment, service the specified appliance once a year during the period April to August - plus clean and adjust as necessary.

1.5 Gasway cannot be held responsible for delays due to bad weather or any other circumstances beyond our control.

1.6 Gas Supply Cover; internal gas pipe work and fittings are covered up to the sum of £1000.00 inc VAT

1.7 Cover is only provided for your property if it is used for normal day -today living purposes, including use as a home office and for properties rented out to residential tenants. Cover is not provided where the main purpose of the property is for commercial purposes.

1.8 Cover is not provided under any coverplan product to a property registered as a House in Multiple Occupation ("HMO")

2. PERIOD OF SERVICE CONTRACT

2.1 Where payment is annually in advance, the service contract is valid for one year from the date of notified acceptance of the contract and for each year it is renewed.

2.2 Where payment is by monthly instalments, the service contract is an annual agreement and shall remain valid from year to year from the date of notified acceptance of the service contract and for each period it is renewed. If any due instalment remains unpaid, the service contract will automatically terminate and Gasway Services Ltd will seek to recover the outstanding instalments.

3. PAYMENT AND RENEWAL

3.1 Payment for the service contract is made; a) Annually in advance, or, b) By monthly instalments to be paid as notified by Gasway Services Ltd to the customer.

3.2 The renewal date of the service contract will be the yearly anniversary of the date the contract first commenced. Notification of the renewal charge will be sent in advance of the renewal date.

3.3 This service contract shall remain valid for so long as no payments are outstanding pursuant to the conditions of this contract.

3.4 Gasway Services Ltd reserves the right to refuse to offer renewal of any service contract.

4. CHANGE OF OWNERSHIP

4.1 If the ownership of the premises in which the appliance covered by this service contract changes, the new owner may have the benefits of the contract for the remainder of the period for which payment has been paid. This applies to annually paid contracts only. Service contracts paid by

monthly instalment can only be transferred by prior arrangement with Gasway Services Ltd.

4.2 Change of address: Subject to (4.1) policy holders starting cover at a new address will result in a NEW policy being started, the contract for the previous address will be cancelled.

5. CONDITION OF THE CENTRAL HEATING BOILER AND INSTALLATION

5.1 Acceptance of the appliance onto the service contract does not imply that it is installed satisfactorily or legally

5.2 At the time of the first visit, Gasway Services Ltd reserve the right to cancel the contract and refund any monies paid, for reasons of safety, accessibility, installation and condition of the appliance and connected system.

5.3 New policies: Gasway are required to undertake a service visit within 28 days of the commencement of a new policy, repairs for any defects identified will not be completed under the policy.

6. **EXCLUSIONS** The following are excluded from service contracts:

6.1 Weekends and bank holiday callouts (Except for Platinum cover)

6.2 Continuous callouts for intermittent faults that are not apparent at the time of engineer's visit

6.3 Adjustments to time and temperature controls

6.4 Any defect on the central heating system or inadequacy attributable to the design of the central heating system/installation

6.5 Any defect or damage occurring from the failure of the public Electricity, Water, Gas or Oil supply.

6.6 If following a site visit by a service engineer, a recommendation to repair a fault is not carried out, Gasway Services Ltd reserves the right, after due consideration of all the facts, to invalidate the service contract.

6.7 No pipes, ducts or electrics contained within the fabric of the building i.e. in floors or walls.

6.8 Gas supply pipe work from meter to appliance isolation point unless plan includes Gas supply pipe work cover.

6.9 Any damage caused by aggressive/hard water resulting in scale, shale and/or sludge, including circulation-based issues (restricted movement of the system fluid around the system and/or appliance)

6.10 Any secondary flue systems located in the fabric of the building or externally.

6.11 Electrical supply up to and including the isolation point.

6.12 Domestic cold-water storage cistern.

6.13 Any defect or damage occurring as a result of freezing conditions

6.14 Any defect or damage caused to persons or property as a result of water damage.

6.15 Any defect or damage caused to or occurring as a result of third-party interference or remedial work.

6.16 Any other part of the heating system including radiators, valves and all associated heating and hot water pipe work (Exclusion applies to Silver cover only).

6.17 The cost of replacing system inhibitors shall be met by the customer if this is required

6.18 The cost of power-flushing shall be met by the customer if this is required.

- 6.19 All hot/cold water supply pipe work and any secondary circulation pumps/pipe work
- 6.20 Kick-space heaters, e.g. Myson, including connecting valves & hoses.
- 6.21 Towel rails & Decorative Style Radiators (on Gold/Platinum plans Gasway will cover replacement with standard type of radiator)
- 6.22 Unvented cylinders, thermal stores or any other combination appliance are covered only if an additional appliance cover is purchased, none of these types of appliances are covered on any other level of cover.
- 6.23 Magnetic filters are not covered for servicing or maintenance under any plan.
- 6.24 Repair or replacement to boiler mate/heat store units or parts of (can be covered as an additional appliance for an extra fee)
- 6.25 Repair or replacement on unvented controls, such as but not limited to, potable water expansion vessels, pressure and expansion relief valves, and pressure reducing valves.
- 6.26 Immersion heaters.
- 6.27 Smart controls (unless installed by Gasway)
- 6.28 Obsolete products.
- 6.29 Although best endeavour will be implemented, in the absence of technical information of discontinued manufacturers/appliances/products repairs will not be undertaken.
- 6.30 Intrusive repairs/servicing of appliances containing asbestos, or any other kind of work when asbestos is present and could be disturbed.
- 6.31 Condense drain, outside of what is provided as part of the appliance.
- 6.32 Oil storage tanks, oil tank bases/piers, electronic or manual oil level gauges, fire valves, oil supply pipework (including the support of)
- 6.33 LPG bulk storage tanks, LPG cylinders, changeover valves, regulators, LPG hoses/pigtails.

7. CONTRACT CONDITIONS

- 7.1 Any alterations/modifications to the system must be notified to Gasway Services Ltd prior to commencement of works
- 7.2 The maximum sum covered, including parts, labour and VAT is £800 (£1000 for platinum cover) in any one year of cover unless 'beyond economical repairs' conditions apply.
- 7.3 Beyond Economical Repair (BER): When at any stage of an appliance repair the total cost of parts to repair (retail price, including VAT) exceeds 70% of the current retail sale price (including VAT) of a replacement appliance of the same type and size, the appliance would be considered as 'beyond economical repair'. Subject to (7.4) when 'beyond economical repair' conditions apply the repair costs need to be met in full by the customer or the policy terminated.
- 7.4 In the event of parts being obsolete or the boiler being beyond economical repair, an allowance of £400 shall be given against the cost of a replacement boiler or the remaining sum of the maximum annual coverage (7.2) whichever is less.
- 7.5 The allowance shall only be given if Gasway Services Ltd carries out the replacement within the period of an active plan.
- 7.6 With Gas supply pipe work cover; in the event of a gas escape on pipe work buried within the fabric of the building, old pipe work shall be made redundant and a new supply shall be run. Gasway will lift and refit floorboards as required. Customer will be responsible for the clearing of and

replacing furniture and other household objects, carpets, vinyl, parquet, tiling & hardwood flooring. Gas meters and meter boxes are not included in the cover.

7.7 It is your responsibility to book a service within the 12 months period, the service cannot be carried over and there will be no reimbursement if a service is not carried out.

8. CANCELLATION

8.1 If you cancel your contract with us we will not normally give a refund. However, you are entitled to a refund if you cancel within 7 days of commencement or renewal provided we have not carried out any work on any appliance or system covered. If we have carried out works, we will charge you an amount that covers the cost of work carried out plus an administration fee of £25.

8.2 If you are paying by monthly instalments, any instalments still outstanding shall remain payable to expiry date.

8.3 We will cancel your agreement if a) You have given false information. b) You do not make an agreed payment.

9. PLUMBING

An emergency relating to any of the following areas of internal plumbing of your home;

9.1 The internal hot and cold-water pipes between the main internal stopcock and the internal taps.

9.2 The cold-water storage tank.

9.3 The failure of the toilet to function where it is the only toilet in your home you can use.

9.4 A leak which cannot be contained from: a) your toilet cistern; b) shower fixtures and fittings which cannot be controlled; c) the internal section of the overflow pipe; or d) hot and cold pipework.

e) A leak or blockage to the water supply pipe.

10. PLUMBING EXCLUSIONS

10.1 Damage to water pipes to and from and in detached outbuildings, fountains, swimming pools, ponds, other decorative garden features, garden taps, treatment plants, roofs, or other external property.

10.2 Refilling the heating system with additives such as corrosion inhibitor.

10.3 Repair or replacement of; a) cylinders; b) mains cold water stopcock; c) steel or asbestos water tanks; d) immersion heaters; e) heating controls; f) water circulating and pressure pumps; g) radiators and radiator valves; h) steel or lead pipes; i) shower units and fittings, trays or enclosures and associated pumps; j) heated towel rails; k) washers or taps; or l) Macerator systems and sanitary ware and associated pumps. m) A leaking central heating radiator where you or your tenant are able to turn off the radiator and stop the leak. n) Repairing or replacing the mains water stopcock o) over sink water heater p) domestic appliances connected to water supply q) water hammer r) cold water pipe insulation

10.4 Dealing with temporarily frozen pipes which have not resulted in confirmed damage.

10.5 A leaking central heating radiator where you are able to turn off the radiator to stop the leak.

10.6 Any repair of underfloor heating systems.

10.7 Cold WATER Storage Cistern bases and associated supports

11. DRAINAGE

An emergency relating to the blockage or damage to the waste or rainwater drainage pipes within the boundaries of your property, where the flow is being prevented.

11.1 Locating, unblocking and repairing of underground pipes and drains up to the boundary of your property where you are solely responsible for this.

12. DRAINAGE EXCLUSIONS

12.1 Repair or replacement of: a) manholes, public sewers, soakaways, septic tanks, cesspits, treatment plants and their overflow pipes; b) Macerator systems or sanitary ware and associated pumps; or c) shower trays or enclosures; d) pipes where they are not the cause of the blockage.

12.2 Vacuum drainage systems or the cost of draining down where no appropriate drainage facility is available.

12.3 Claims relating to blockages which are in external pipes that are outside the boundaries of your property.

12.4 Pipes that are shared with another property.

12.5 Making access to drain system points of entry (such as manhole covers) where these have been built over or covered over by flooring.

12.6 Damage to over-ground rainwater pipes and guttering.

13. ELECTRICAL

13.1 A complete failure in the permanent domestic electrical wiring, including: a) Switches b) Sockets c) Fusebox

14. ELECTRICAL EXCLUSIONS

14.1 Repair or replacement of: a) a partial failure of the electrical supply within your home (for example a single socket not working or no lighting in one room). b) electrical appliances; c) spotlights and decorative floor lights; d) security systems; e) external fittings such as TV aerials and satellite dishes. f) non-permanent wiring g) mains supply up to fuse box. h) nondomestic wiring / environments. i) Upgrade to internal electrical systems. j) light bulbs k) damage caused by rodents

15. GLAZING, LOCKS AND PEST COVER

15.1 A locksmith to gain entry if your locks are damaged or your keys are lost or stolen [*]

15.2 Board up windows damaged by a break-in [*], vandalism[*], storm or impact or accidental damage. Cover is for 'making safe' only, replacement doors, locks, windows etc. are not included.

15.3 Removing the following pest infestations from inside your home: wasp, bee and hornet nests, mice, rats, squirrels and cockroaches

16. GLAZING, LOCKS AND PEST COVER EXCLUSIONS

- 16.1 Replacing broken or cracked internal glazing
- 16.2 Damage to windows that are over two storeys high or are in shared communal areas. 16.3 Misted double-glazed units
- 16.4 Seals and gaskets
- 16.5 General wear and tear to door and window locks and mechanisms
- 16.6 Damage caused by poor maintenance is not covered
- 16.7 Locks and/or keys for internal doors or outbuildings.
- 16.8 Replacement of damaged keys where another set is available or there is another means of access to your home.
- 16.9 Removal of pest infestations in your garden

17. GENERAL EXCLUSIONS

- 17.1 Circumstances you were aware of or which existed before the start of cover.
- 17.2 Any incidents related to subsidence, landslip or heave.
- 17.3 If we have to dig on your property we will fill and level the ground but will not replace the original surface or fittings.
- 17.4 The removal of asbestos.
- 17.5 Damage caused by a malicious act by you.
- 17.6 Any loss relating to business interests you may have including, without limitation, loss of profit or losses related to business interruption.
- 17.7 Any issue that arises from a lack of maintenance will not be covered.

18 POWER FLUSH

- 18.1 While undertaking a power flush, access will be required to your premises at all times. You must ensure the working area is clear and free from all obstacles and hazards. Gasway shall not be liable for any delay in performing the power flush where this is due to your failure to comply with this clause.
- 18.2 It is your responsibility to ensure before Gasway begins a power flush that there is adequate water, gas and electricity supply to your home and drainage. If not Gasway has the right to cancel the contract without liability on its part.
- 18.3 Gasway will not be responsible for any leaks identified in the central heating system following a power flush unless this is due to our negligence. Should leaks occur Gasway will not be responsible for the taking up of carpets and floor coverings (including tongue and groove, parquet, hard wood, rubber, tiled floors or other). You may decide to call a specialist contractor to do this work for you. In such case, it will be your responsibility to replace the flooring when the work has been completed. Following our work Gasway will not be responsible for redecoration, cleaning or removing of odours that may be required.
- 18.4 Following a power flush Gasway will not be responsible for replacement appliance components, radiators, auto air-vents, pumps and system pipework identified as requiring replacement due to the age and condition of the system.

18.5 The aim of power flushing is to clean corrosion debris and limescale from heating systems as thoroughly as possible. Due to the materials system components are made from, specifically iron and steel, there will always be some corrosion debris on metal surfaces and subsequently in circulation. Similarly, fresh water added to systems will contain an amount of dissolved limescale, which can subsequently deposit onto systems components. Some corrosion debris may remain in the system after power flushing due to:

i) System components (heat exchangers, diverter valves, thermistors, pumps, air vents / separators, pressure vessels, PRV's, cold feed pipes, motorised valves, TRV's, filling loops etc) may not allow all corrosion debris or limescale to be removed due to their design, position or condition.

ii) Solid blockages in pipes or stuck valves can prevent circulation and therefore cleaning of a pipe circuit or radiator.

iii) Ongoing corrosion due to design faults such as: systems pumping over into feed and expansion header tank, pumps drawing in air or the presence of different metals leading to electrolytic corrosion. Where design faults and faulty components have been identified Gasway will when able offer to rectify / replace as appropriate, and there will be an additional charge for such work. If you do not wish to pay for rectifications or Gasway is not able to carry them out then the Gasway will endeavour to clean the system as thoroughly as possible accepting the limits of the system. You accept the limitations of the services provided in these circumstances and that a completely thorough clean may not be possible.

18.6 Boiler and heating system noises (e.g. kettleing heat exchangers, pipework noises) are often symptoms associated with debris and corrosion. Some noises can persist following a power flush, this is not an indication of the work not having been carried out thoroughly.