

TERMS AND CONDITIONS

References in these conditions to 'Gasway', 'we' and 'us' are references to Gasway Services Limited (company number 04158628), whose office is registered at 31 King Street, Norwich NR1 1PD

COVERPLAN PRODUCTS

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.
- 1.3 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.
- 1.4 Safety check – At the time of the Annual service visit the service engineer will check the safe operation of the appliance serviced.
- 1.5 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. 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 incl. VAT.
- 1.7 Cover is only provided for your property if it is used for normal day to day 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 cover plan 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 at this service 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/pipework.
- 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).

6.32 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'.
- 7.4 Subject to 7.2 when 'beyond economical repair' conditions apply the repair costs need to be met in full by the customer or the policy terminated.
- 7.5 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.
- 7.6 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. GENERAL EXCLUSIONS

- 9.1 Circumstances you were aware of or which existed before the start of cover.
- 9.2 Any incidents related to subsidence, landslip, or heave.

- 9.3 If we have to dig on your property we will fill and level the ground but will not replace the original surface or fittings.
- 9.4 The removal of asbestos.
- 9.5 Damage caused by a malicious act by you.
- 9.6 Any loss relating to business interests you may have including, without limitation, loss of profit or losses related to business interruption.
- 9.7 Any issue that arises from a lack of maintenance will not be covered.