



Customer Protection Plan

This Plan supercedes all plans issued prior to January 1, 2016.

In consideration of the Customer paying Frew Energy, hereinafter called the "Company" the applicable annual rate in effect for each residential oil burning unit, hereinafter referred to as the "Appliance", up to 350,000 B.T.U. rating, the Company agrees to supply the parts and services subject to the terms and conditions set out below. This plan will be for a period of one year from date of issue and will be automatically renewed annually, unless cancelled by either party. The Company may alter the price of this Plan prior to any annual renewal and either party may cancel this Plan by giving thirty (30) days written notice. This Plan is not refundable after thirty (30) days from issue. Only customers with fuel oil supply agreements with the Company are eligible for the Plan.

- Emergency Heating Service - Emergency heating service is available 24 hours a day, 7 days per week, for no heat service due to burner failure, oil leaks or fumes.
- General Heating Service - General heating service (including annual tune-up and inspection) is available Monday to Friday during normal business hours.
- Parts Replacement - the Company shall replace and install any of the following parts as they become defective through normal use at no charge to the Customer (all work must be completed by authorized Company personnel):

Burner fan and airgate	Burner housing	Burner motor
Burner coupling	Burner nozzle	Combustion chamber (replacement allowance \$100.00)
Cad cell and assembly	Forced air fan (max 10 inch)	Belt Drive Fan motor (max 1/3 hp ss belt drive)
Forced air fan and limit control	Fan belt and heating pulley (max 3 1/4 inch)	Direct Drive Fan motor (replacement allowance \$120.00 + 1 hr labour)
Firing assembly	Ignition transformer	Aquastat high limit control (max \$100.00)
Oil filter cartridge	Burner relay	Exposed oil line
Standard heating thermostat	Blast tube	End cone
Heat/Cool Thermostat (Replacement Allowance \$65.00)	Fuel Pump	

The service program covers standard parts and controls, meaning parts and controls which are interchangeable between various manufacturers' products. Parts and controls which are unique to a specific manufacturer are excluded from coverage. A partial replacement allowance may apply (see above parts replacement). Parts and/or controls that require replacement due to obsolescence are not covered under this plan. The Company shall be the sole judge of whether a part should be repaired or replaced and whether a new part or one rebuilt to original specifications or acceptable substitution be supplied providing that part functions safely and properly. Should the Appliance be repaired or altered other than by an authorized Company service-man, this agreement shall be automatically terminated and the Customer shall not be entitled to the return of any monies previously paid under this agreement.

Damage caused by fire, water, act of God, or any extraneous cause is not covered.

- Comprehensive Furnace Inspection - "Company" will complete a comprehensive heating system inspection in compliance with regulatory requirements.
- Services Excluded Hereunder :
 - Emergency and general heating service does not provide coverage for service calls for the following reasons;
 - adjust thermostat set too low to permit efficient operation
 - put furnace switch to "ON" position
 - start furnace after power failure
 - start burner for non-automatic fuel delivery Customers who run out of oil
 - malfunction of auxiliary heating components and controls
 - This agreement does not apply to any repair, servicing or replacement of heating appliance parts or accessories not directly connected to the oil burner or fan. Without limiting the generality of the foregoing, this agreement does not cover;

(over)

Customer Protection Plan application for coverage

Date:	Rate:
Customer Name:	
Billing Address:	Postal Code:
Delivery Address:	Phone (res):
Customer Signature:	Phone (bus):

FOR OFFICE USE

Account#:	Approved by:	Date:	Initials:
-----------	--------------	-------	-----------

- air filters
- seepage or spillage of oil from oil tank,
- lines & filters and/or tank components
- buried oil lines
- tank gauges
- vent alarms
- fill & vent piping above and/or below ground
- inside, or outside or underground oil tanks
- frozen oil lines
- appliance main power switch
- complete appliance or oil burner
- asbestos removal
- fresh air or combustion air duct
- capacitors
- dual plenum heaters/duct heaters
- heat exchanger
- baffles
- heat pumps & components
- central air conditioning units & components
- condensate pumps
- electronic air conditioners
- humidifiers & their components
- radiators
- cushion or expanse tanks
- any part of hot water distribution system
- circulating pumps & motors
- smoke pipe and draft regulator
- water or sediment in oil tanks
- zone controls
- feed and/or relief valves
- coils in boilers
- draft inducer
- low pressure burners/parts of any type
- relocation of thermostats
- programmable thermostats
- power or direct ventors, chimney, chimney liners and their accessories
- noises and smells not related to appliance
- distribution (duct) system
- bely bands

c) This agreement does not apply to any replacement, changes, alteration, upgrading or repairs required by any municipal by-laws or government regulation.

d) The Company shall not be held responsible for any damage caused by latent or defective parts or Appliance failure.

6. Appliance Inspection

The Company shall be allowed sixty (60) days from the date of the application to inspect the Appliance. The customer shall ensure that the Appliance is fully accessible for the inspection. Such inspection applies only to those parts of the Appliance protected under the agreement. Upon inspection, the Company shall determine whether or not the Appliance qualifies for the agreement.

In the event the Appliance does not qualify the Company shall within thirty (30) days from the date of inspection notify the Customer and refund or credit the Customer's account any monies paid by the Customer for the agreement and it shall be deemed never to have been in effect and the Company shall have no liability to the Customer whatsoever.

The Company has the right at any time during the term of this agreement upon reasonable notice to inspect the Appliance covered by this agreement and reserves the right to cancel this agreement should such equipment in the opinion of the Company not meet safe operating standards or parts are not readily available to adequately effect repair or access is denied for the completion of annual tune-up.

7. Customer Obligations

1. The Customer is responsible for contacting the Company and arranging for the annual tune-up.
2. If the house is vacant for any period of time the Customer must ensure the premises are checked every 24 hours. Unattended premises absolve the Company of any responsibility.
3. The Customer must notify the Company of any of the following:
 - a. use of heating oil in the appliance other than Frew Energy
 - b. any problem with the appliance covered by this agreement
 - c. any service or alteration of the appliance not performed by the Company

8. Force Majeure

The Company's liability is strictly limited hereunder and shall not extend or be deemed to extend to damage by fire, flood, war, labour relations, strikes, work stoppages, work slow downs, acts of God or government authority, impassable roads or any other cause, whether or not of like nature, beyond the Company's reasonable control.

9. Ownership of the Appliance

The Customer confirms that all heating Appliances, oil storage tanks and oil lines are the property of the Customer. The Company's liability hereunder is strictly limited to the repair and maintenance of the Appliance and without limiting the generality of the foregoing, does not extend to damage caused by leaking oil storage tanks or oil lines inside or outside the house, above or below ground or furnace failure and the Company shall not be liable or accountable to the Customer for any loss or damage or injury to any property of the Customer or tenants of the Customer or for any indirect or consequential damage or damages or illness of any nature or kind including damages for personal discomfort and/or inconvenience sustained by the Customer directly or indirectly resulting from mechanical or other failure of the Appliance unless caused by the gross negligence of the Company. Under no circumstances shall the Company be liable for any damage caused by the failure of the oil storage tanks or any other portion of the Appliance and/or heating system, the responsibility for the repair and maintenance of which is not covered by this agreement.

10. Furnace Oil Supply

This agreement will automatically terminate if the Customer uses heating oil other than supplied by Company and no monies will be reimbursed.



FREW ENERGY