

## PLATINUM PLUS™ PROTECTION PLAN TERMS AND CONDITIONS

**COVERAGE PERIOD AND RENEWAL:** The initial term of the Platinum Plus™ Protection Plan (the “**Plan**”) is 1 year from the date of enrollment (the “**Coverage Year**”), except as specifically noted in this document. Coverage will renew automatically each year on the anniversary of the enrollment date (the “**Renewal Date**”) unless:

(i) you have given Service Experts (“**SE**”) written notice no later than 10 days after the Renewal Date that you do not wish to renew your coverage; or

(ii) SE has given you notice prior to the Renewal Date that your coverage will not be renewed.

At any time, SE may modify these Terms and Conditions, including annual Plan coverage prices. Prior to the Renewal Date, SE will notify you of any changes to these Terms and Conditions, and such changes will automatically be in effect from the Renewal Date.

### **EQUIPMENT COVERED:**

You may elect coverage for individual units/components or systems as follows (unless otherwise excluded in these terms and conditions). The coverage cost will vary depending upon your election.

(a) **Heating:** The Plan covers the following: residential natural gas furnace, oil furnace, boiler (excluding drain system), space heater, air handler, or primary heat source fireplace in residences comprised of 2 or fewer dwelling units.

(b) **Cooling/Heat Pumps:** The Plan covers the residential electric powered central air conditioning unit/heat pump unit in residences comprised of 2 or fewer dwelling units.

(c) **Package Units:** The plan covers all items stated in (a) Heating and (b) Cooling plans.

Exclusions: The Plan does **NOT** cover: indoor air quality accessories, equipment using conversion burners, the conversion burner itself, water source heat-pumps, ductless air conditioning systems, wall unit air conditioning systems, natural gas powered air conditioning, and high velocity air conditioning units.

**SERVICES COVERED:** The Plan covers: (a) diagnosis, repair, and replacement of problem parts within your “heating unit / cooling unit” and the thermostat, with some exceptions noted below. Labour and replacement costs are included for parts and services covered by the Plan; (b) annual check-up and cleaning of your heating unit; (c) annual check-up and cleaning of your air conditioning unit. These annual maintenance visits will be scheduled by SE based on availability during the Coverage Year. The Plan does **NOT** cover: filter replacement, replacement of consumable parts (examples: UV bulbs, fuses, filters), refill, vacuuming, boiler system drainage, flushing of the heat exchanger, all waterside components, and additional cleaning that is required due to either insufficient maintenance prior to joining the Plan or due to uses inconsistent with the product’s intended use.

**QUALIFYING EQUIPMENT:** SE shall perform an inspection of all equipment prior to initiation of the coverage period to determine if the equipment qualifies for coverage under this agreement. SE reserves the right to refuse coverage for any equipment for any or no reason. In the event SE determines that additional service is necessary for equipment to qualify for coverage, SE will provide such additional service during its first maintenance visit at an additional charge. SE reserves the right to refuse coverage for any equipment if repairs required to qualify for coverage, as determined by SE, are not made prior to coverage.

**THERMOSTAT FAILURE:** If your thermostat fails, SE will provide a replacement with a make/model of SE’s choice that enables similar operation of your current dependent heating, ventilation, and/or air conditioning equipment. Zone thermostats/controls and programmable thermostat controls are not covered by the Plan.

**ANCILLARY EQUIPMENT:** The Plan does **NOT** cover: (a) **Heating:** ancillary equipment such as air conditioners, humidifiers, condensate pumps, air cleaners, parts added on to your heating unit to accommodate such equipment, or repairs to the furnace made necessary as a result of faulty ancillary equipment; (b) **Cooling:** ancillary equipment such as furnaces, humidifiers, condensate and air cleaners, or repair to the air conditioning unit made necessary as a result of faulty ancillary equipment.

**UNAVAILABLE PARTS:** SE will attempt to obtain replacement parts or appropriate substitutes as quickly as reasonably possible. SE is not liable for delay in obtaining parts due to limited availability. In the event that SE is not able to obtain a replacement part, or obtain it at a commercially reasonable cost, SE will not be liable for the related replacement. In any such case, you or SE may terminate the Plan coverage for the equipment involved. If there has not been a prior service call paid by the Plan in the current Coverage Year, the annual repair coverage premium will be

refunded in full upon such termination. If a prior service call has been made, liability of SE will be as set forth in the “Miscellaneous” portion of these terms and conditions.

**EXCLUDED COSTS:** The Plan does not cover the costs of problem diagnosis and service, repair, parts replacement, or adjustment in circumstances where:

- equipment fails due to lack of maintenance, including, but not limited to, lack of filter maintenance;
- the problem relates to improper sizing or application of equipment;
- the furnace/air conditioning unit has been turned off;
- the thermostat is not at the proper setting;
- the pilot has been extinguished by someone other than an SE technician;
- the household electrical fuse or breaker required for the furnace/air conditioning unit is blown;
- diagnostic service, repair or replacement relates to a part not specifically listed in these Terms and Conditions as covered by the Plan or to a manufacturer’s parts recall;
- repair or replacement is needed as the result of abuse, tampering, alterations, or repairs done by other than an SE technician;
- Installation, application or operation is inconsistent with the manufacturer’s installation instructions (including but not limited to mismatched components);
- damage of a purely cosmetic nature;
- To avoid unnecessary costs, please review the above list prior to calling SE for service.

SE total parts and labor responsibility is limited during the coverage term to a maximum of \$750 per covered unit. You will be responsible for any additional charges above this amount.

**LIABILITY:** Damages resulting from the failure of replacement parts or services performed under the plan are not the responsibility of SE, unless such damages result from SE’s negligence. Program service does not cover any material, parts and labour required as the result of abuse, vandalism, fire, freezing, acts of God, power or water supply outages, rodent infestation, or other abnormal conditions.

### **MISCELLANEOUS:**

- If you cancel prior to the Renewal Date, any payments owing on the annual premium become due;
- Plan coverage is not transferable to another residence and, except as specifically noted in this document, is non-refundable. If you move, the balance of the Plan coverage then in effect remains with the heating/cooling unit and will be transferred to the new owner;
- SE reserves the right to assign our rights and/or obligations in connection with the Plan and your coverage to a third party;
- Pre-existing problems are excluded from coverage;
- SE will determine whether parts replacement or repairs are necessary;
- Service and parts must be provided solely by SE. SE will not reimburse you for the cost of services performed or parts replaced by another contractor;
- All parts replaced under the Plan become the property of SE; and
- SE reserves the right to discontinue at any time the Plan and/or your coverage thereunder. If SE discontinues the Plan and/or your coverage thereunder, SE’s liability will be restricted to refunding the unexpired portion of the annual charge, if any, and to completing any repairs or parts replacements covered by the Plan for which you have notified SE up to the date the Plan and/or coverage is discontinued. Furthermore, if SE has performed service under this agreement that exceeded the purchase price of this agreement, SE will not be obligated to refund the unexpired portion of the annual charge.

**REPLACEMENT ALLOWANCE:** In the event SE determines that replacement of covered equipment is necessary, SE will provide a replacement allowance on new equipment, as well as a credit equivalent to the unexpired portion of the annual charge applicable to the purchase of a new system from SE.