

PLATINUM PLUS™ PROTECTION PLAN TERMS AND CONDITIONS

TERM AND RENEWAL: The initial term of the Platinum Plus™ Protection Plan (the “Plan”) is 364 days from the date of enrollment (the “Term”), except as specifically noted in this document. Your Plan will renew automatically at the expiration of each Term (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 Plan; or
- (ii) SE has given you notice prior to the Renewal Date that your Plan will not be renewed.

At any time, SE may modify these Terms and Conditions, including annual Plan service 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.

SERVICES INCLUDED: Subject to the exclusions described herein, and in particular, the Excluded Costs described herein, the Plan includes: (a) annual check-up and cleaning of your heating unit; (b) annual check-up and cleaning of your air conditioning unit; (c) diagnosis and servicing, repair and/or 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 included in the Plan. These annual maintenance visits will be scheduled by SE based on availability during the Term.

EQUIPMENT INCLUDED:

You may elect to include individual units/components or a system in your Plan as follows (unless otherwise excluded in these terms and conditions). The Plan cost will vary depending upon your election.

- (a) Heating: The Plan includes 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 includes 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 includes all items stated in (a) Heating and (b) Cooling plans.

Exclusions: The Plan does NOT include: 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. It also does not include Heat Exchanger and Compressor.

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

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 included in the Plan.

ANCILLARY EQUIPMENT: The Plan does NOT include: (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 responsible 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 responsible for the related replacement. In any such case, you or SE may terminate the Plan for the equipment involved. If there has not been a prior service call paid by the Plan in the current Term, the annual Plan service price 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 include the costs of problem diagnosis, service, repair, parts replacement labour, material, or adjustment required as the result of an event(s) or circumstance(s) unrelated to the inherent nature of the equipment itself. In addition to the foregoing, and without limiting the generality of the foregoing, the Plan does not include the costs of problem diagnosis, service, repair, parts replacement, labour, material, or adjustment required as the result of:

- (a) abuse;
- (b) tampering;
- (c) alterations or repairs not completed by Service Experts;

- (d) fire;
- (e) freezing;
- (f) an act of God;
- (g) an act of nature;
- (h) a power outage;
- (i) a water supply outage;
- (j) rodent infestation;
- (k) insufficient or lack of maintenance, including, but not limited to, lack of filter maintenance;
 - (l) problems relating to improper sizing or application of equipment;
- (m) the turning off of the furnace/air conditioning unit;
- (n) the thermostat not being at the proper setting;
- (o) the pilot having been extinguished by someone other than an SE technician;
- (p) the fact that the household electrical fuse or breaker required for the furnace/air conditioning unit was blown;
- (q) diagnostic service, repair or replacement related to a part not specifically listed in these Terms and Conditions as included in the Plan or to a part that is subject to a manufacturer’s parts recall;
- (r) installation, application or operation of the equipment inconsistent with the manufacturer’s installation instructions (including but not limited to mismatched components);
- (s) damage of a purely cosmetic nature;
- (t) having used the equipment or its parts in a manner inconsistent with its intended use; or
- (u) an abnormal condition.

To avoid unnecessary costs, please review the above list prior to calling SE for service.

SE total parts and labour responsibility is limited during the term of the Plan to a maximum of \$750 per included 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.

MISCELLANEOUS:

If you cancel your Plan prior to the Renewal Date, any payments owing for the Plan service price for the Term become due;

Your Plan 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 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 to a third party;

Pre-existing problems are excluded from the Plan;

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 your Plan become the property of SE; and

SE reserves the right to discontinue at any time your Plan. If SE discontinues the Plan, SE’s obligation will be restricted to refunding the unexpired portion of the Plan service price, if any, and to completing any repairs or parts replacements included in your Plan for which you have notified SE up to the date your Plan is discontinued. Furthermore, if SE has performed service under your Plan that exceeded the Plan service price, SE will not be obligated to refund the unexpired portion of the Plan service price.

REPLACEMENT ALLOWANCE: In the event SE determines that replacement of equipment included in the Plan is necessary, SE will provide a replacement allowance on new equipment, as well as a credit equivalent to the unexpired portion of the annual Plan service price applicable to the purchase of a new system from SE