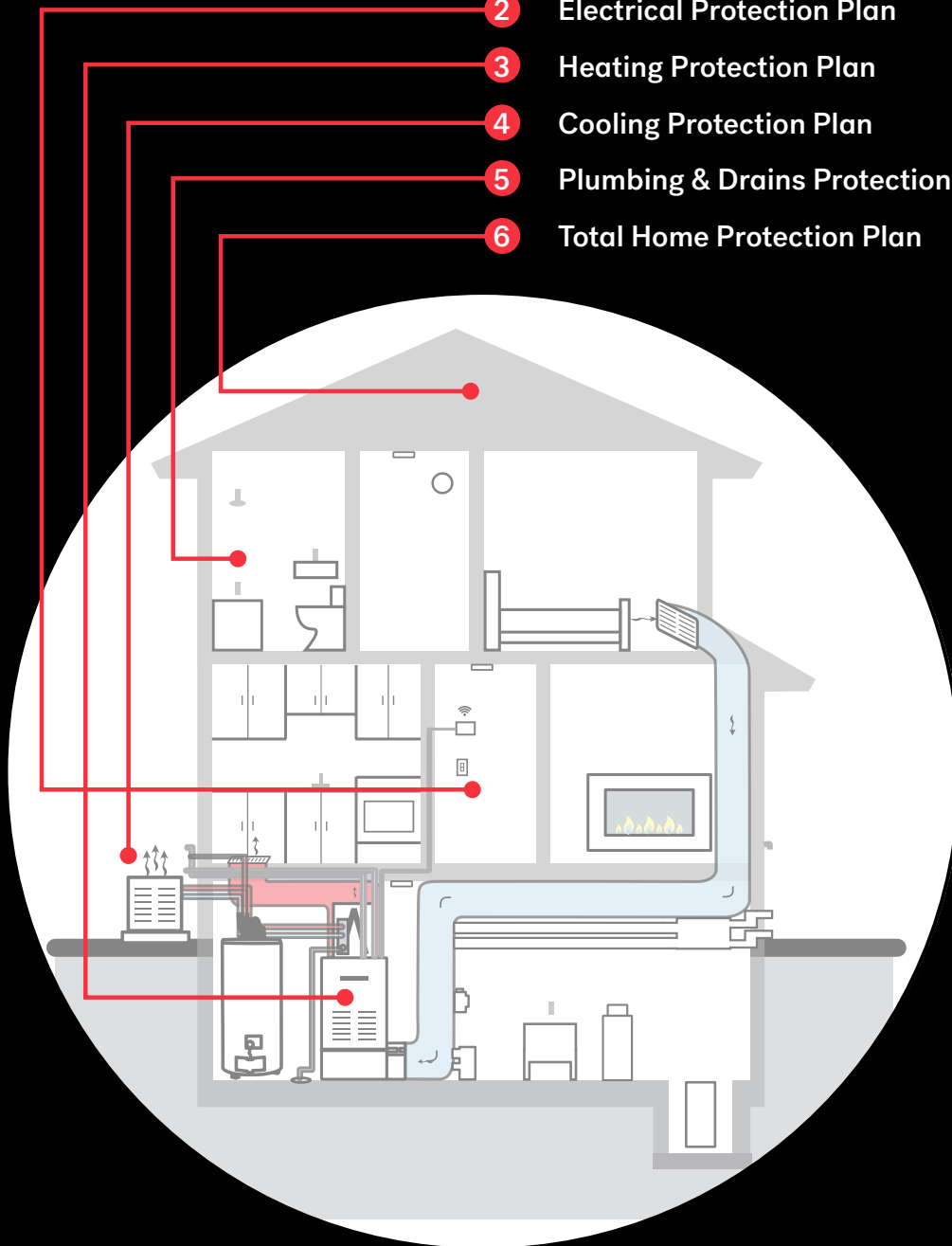




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# Your Protection Plan Guide

- 1 Equipment Coverage
- 2 Electrical Protection Plan
- 3 Heating Protection Plan
- 4 Cooling Protection Plan
- 5 Plumbing & Drains Protection
- 6 Total Home Protection Plan



# Equipment Coverage

## Equipment Eligible for Heating or Cooling Protection Plan Coverage (each a “Heating Unit” or a “Cooling Unit”, as applicable):

- ✓ Residential Furnace  
(Natural Gas or Propane)
- ✓ Residential Boiler  
(Natural Gas or Propane)
- ✓ Space Heater
- ✓ Air Handler
- ✓ Heating Recovery Ventilation Unit
- ✓ Energy Recovery Ventilation Unit
- ✓ Natural Gas Fireplace
- ✓ Residential Electric Powered  
Central Air Conditioning Units

## Equipment Not Eligible for Plan Coverage:

- ✗ Ductless Wall Units
- ✗ High Velocity Units
- ✗ Natural Gas Powered  
Cooling Units
- ✗ Wall Cooling Units
- ✗ Water Cooled Cooling Units
- ✗ Equipment serving more than  
three Dwelling Units
- ✗ Any Equipment not readily accessible by our  
Authorized Technician

**Additional Terms and Conditions - All Plans are also subject to the terms and conditions set out under the heading “General Terms and Conditions.”**



# Electrical Protection Plan

## What's included in my Plan?

Your Electrical Protection Plan provides coverage for specified residential home electrical components. Your Plan covers the diagnosis and repair, replacement or adjustment of the specified parts within your covered components as deemed necessary by our authorized technician, subject to the exclusions set out below.

### The following is a complete list of the electrical components covered in your Plan:

- ✓ Components within the Electrical Panels
- ✓ Door Bell System Repair\*\*
- ✓ Fluorescent Fixtures\*
- ✓ Interior Wiring
- ✓ Outlets
- ✓ Pot Light Repairs
- ✓ Receptacles
- ✓ Switches

\*Must be North American make and model and available on a commercially reasonable basis through Enercare's current suppliers. \*\*Enercare will repair and replace the door push button and transformer but not the wiring for the door bell system.

Under your Plan, Enercare's total parts and labour responsibility (including access to wiring through unobstructed walls, ceilings or floors only, diagnosis and, where we are required to open the area for access, repair and returning the access opening to rough finish condition only) is limited to a maximum of CDN \$500 retail value (including HST) during each year of Plan coverage. You are responsible for any parts and labour charges above this amount.

### What's not covered under my Plan?

- ✗ Alarms
- ✗ Aluminum Wiring
- ✗ Buttons
- ✗ Caps
- ✗ Ceiling Fans
- ✗ Central Vacuum Systems
- ✗ Circuit Overloading
- ✗ Direct Current Wiring / Component
- ✗ Electrical Appliances and Garage Door Openers
- ✗ Fixtures
- ✗ Handles
- ✗ Hinges
- ✗ Inadequate Wiring Capacity
- ✗ Intercoms
- ✗ Knob and Tube Wiring
- ✗ Knobs
- ✗ Power Failure
- ✗ Power Surge
- ✗ Remote Controls

We are only responsible for installing standard products. Decorative or specialty switches, outlets, and receptacles are not covered by your Plan and will be replaced with standard white or beige switches, outlets and receptacles. We are not responsible for upgrades or for the cost of construction, carpentry, or other modifications made necessary by existing equipment or installing different equipment.

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# Heating Protection Plan

## What's included in my Plan?

Your Plan covers one Heating Unit, which includes the diagnosis and, if necessary, the repair, replacement or adjustment of specified parts within your Heating Unit and the thermostat as deemed necessary by our authorized technician, subject to the exclusions set out below.

### Furnaces

The following is a complete list of the furnace parts covered in your Plan:

- ✓ Blower/Blower Components
- ✓ Condensate Pumps
- ✓ Door Switch
- ✓ Electric Ignition System
- ✓ Fan Control
- ✓ Fan Motor
- ✓ Flame Spreader
- ✓ Fuel or Air Flappers
- ✓ Furnace Low Voltage Circuit Fuse
- ✓ Gas Appliance Regulator
- ✓ Gas Burner and Orifices
- ✓ Gas Control Valve
- ✓ Heating Circuit Transformer
- ✓ Hot Surface Igniter
- ✓ Ignition Runner Bar
- ✓ Pilot Burner
- ✓ Pilot Tubing
- ✓ Pressure Relief Valve
- ✓ Pulley and Belt
- ✓ Relay
- ✓ Roll Out Switch
- ✓ Summer/Winter Switch
- ✓ Thermocouple/Generator
- ✓ Vent System Pressure Switch/Tubing
- ✓ Ventor or Motor Assembly

### Boilers

In addition to the Furnace parts listed above, the following are additional parts coverage for Boilers covered in your Plan:

- ✓ Aquastat Controls
- ✓ Automatic Vent Damper/Motor
- ✓ Flow Switch
- ✓ Internal Wiring
- ✓ Limit Controls
- ✓ Primary Circulator/Pump

## What's not covered under my Plan?

Your Heating Protection Plan coverage does not cover ancillary equipment such as air conditioners, humidifiers and air cleaners, parts added on to your Heating Unit to accommodate such equipment, or repairs to the Heating Unit made necessary as a result of faulty ancillary equipment.

### The following items are also not eligible for coverage under your Plan:

- ✗ Back Check Valves
- ✗ Batteries for Feed Valves (Boiler)
- ✗ Conversion Burners
- ✗ Draining of the Heating System
- ✗ External Drain Tubing (All Associated Parts)
- ✗ External line/low Voltage Wiring
- ✗ External Metal or Plastic Venting all Associated Parts
- ✗ Firebox/Combustion Chamber
- ✗ Furnace Filters
- ✗ Heat Exchanger (Including Flushing of Heat Exchanger)
- ✗ Heating Coil (Air Handler)
- ✗ Heat Pumps
- ✗ Heating Sections (Boiler)
- ✗ Heating Unit Replacement
- ✗ HRV/ERV Replaceable Filters
- ✗ Low and High Water Cut-off Valves

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## Heating Maintenance Plan

If you have enrolled in the Heating Protection Plan with Maintenance, your Plan provides an annual maintenance visit for one Heating Unit or natural gas fireplace, including a safety test for carbon monoxide, if applicable. You can book your heating maintenance at any time; however, we recommend that you book during the months listed below to ensure maximum flexibility in choosing an appointment time that is most convenient for you and to ensure your Heating Unit or natural gas fireplace makes it through the winter without breakdowns, help reduce your energy costs and extend the life of your equipment. You will also receive a personalized **HomeCare Report** from us with recommendations on how to keep your equipment running efficiently.

### Eight diagnostic checks included in annual maintenance:

- ✓ Check Operating Pressures
- ✓ Check Temperatures across Air Handler
- ✓ Check/Adjust Fan Belt
- ✓ Check Operation of Condensation System
- ✓ Inspect for Hazardous Debris in the Chimney Flue (if applicable)
- ✓ Test unit through full Operating Cycle
- ✓ Safety test for Carbon Monoxide
- ✓ Check Unit operating to Manufacturer's Specifications

### When to have your Heating maintenance done

JAN	FEB	MAR	APR	MAY	JUNE
		✓	✓	✓	✓
JUL	AUG	SEPT	OCT	NOV	DEC
✓	✓	✓			

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# Cooling Protection Plan

## What's included in my Plan?

Your Plan covers one Cooling Unit, which includes the diagnosis and, if necessary, the repair, replacement or adjustment of the specified parts within your Cooling Unit and the thermostat as deemed necessary by our authorized technician, subject to the exclusions set out below. The cost to diagnose and replace any defective parts that have caused a refrigerant leak are also included in your Plan coverage.

### The following is a complete list of the Cooling Unit parts covered in your Plan:

- ✓ Add-on Fan Centres
- ✓ Add-on Indoor Fan Relay
- ✓ Capacitor
- ✓ Compressor\*
- ✓ Condensate Pumps
- ✓ Condenser Coil\*
- ✓ Condenser Fan Motor
- ✓ Cooling Contactor/Relay
- ✓ Evaporator Coil
- ✓ Fan Blade
- ✓ Filter Driers
- ✓ Internal Copper Tubing
- ✓ Internal Electrical Wiring
- ✓ Low Ambient Temperature Sensor
- ✓ Service Valves
- ✓ Shredder Valves
- ✓ Thermostatic Expansion Valves

\* Our total parts and labour responsibility for compressor unit or condenser coil repair is limited to a CDN \$500 maximum retail value (including HST) each year of your Cooling Protection Plan coverage.

## What's not covered under my Plan?

Your Cooling Protection Plan does not cover ancillary equipment such as furnaces, humidifiers and air cleaners or repairs to the Cooling Unit made necessary as a result of faulty ancillary equipment. Zone thermostats/controls and energy management controls are also not covered by your Plan.

### The following items are also not eligible for coverage under your Plan:

- ✗ Cost of refrigerant recovery, vacuuming and refill
- ✗ Heat pump

## Cooling Maintenance Plan

If you have enrolled in the Cooling Protection Plan with Maintenance, your Plan includes an annual maintenance visit for one Cooling Unit. Cooling Maintenance can only be completed when the temperature is above 12 degrees Celsius. As a result, we recommend you book during the months listed below. You will also receive a personalized **HomeCare Report** from us with recommendations on how to keep your equipment running efficiently.

### Eight diagnostic checks included in annual maintenance:

- ✓ Check and record ambient carbon monoxide levels
- ✓ Check temperatures across air handler
- ✓ Check temperatures/air flow across condenser coil
- ✓ Check current draw on condenser motor and compressor
- ✓ Test operation of condensation system and evaporator coil
- ✓ Test unit through full operating cycle
- ✓ Clean outdoor condenser unit
- ✓ Clean evaporator coil drain line

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### When to have your Cooling maintenance done

JAN	FEB	MAR	APR	MAY	JUNE
				✓	✓
JUL	AUG	SEPT	OCT	NOV	DEC
✓	✓	✓			

### The following items are not eligible for coverage under your Maintenance Plan:

- ✗ Costs to diagnose and isolate any components for pressure testing on any defective parts that have caused a refrigerant leak
- ✗ Environmental charge for refrigerant recovery
- ✗ Vacuuming and refill of the Cooling Unit



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# Plumbing & Drains Protection

## What's included in my Plan?

Your Plumbing & Drains Protection Plan provides coverage of the below specified diagnostic and repair work, subject to the exclusions set out below. Your Plan coverage extends only to the plumbing related piping and drains inside your home and waste drainage and rainwater drains within the boundary of your property up to the point of connection to the main municipal drain. Where common elements apply (e.g., condominium units and shared drains), coverage extends only to the point of connection to the common elements. Your plumbing and drain system must be in accordance with your local Plumbing Code in order to be eligible for coverage.

## The following is a complete list of the service coverage under your Plan:

- ✓ Blocked Toilets, Sinks and Showers
- ✓ One-time auger and camera scope of below grade waste drains or below grade rainwater drain blockages
- ✓ Isolation valves downstream of your main valve and pipe (e.g., laundry valves, hot water tank valves, faucet supply valves, fridge valves, boiler feed valves, etc.)
- ✓ Replacement of existing mixing valves
- ✓ Replacement of primer line to laundry tub
- ✓ Replacement of moving parts within the toilet
- ✓ Replacement of piping to your humidifier and refrigerator (shut off valve that connects to the appliance)
- ✓ Outside hose bibs (not frost-free)

## Costs of additional repairs

If physical drain repairs (e.g., main drain replacement, power flushing of grease blockages or reconfiguration of internal drains) are necessary, we will provide a written estimate of the work required to prevent further drain blockages; however, your Plan coverage does not cover any such physical repairs. No further work will be performed on the drain until physical repairs have been made in respect of the problem originally diagnosed. This plan does not cover repairs or replacements made necessary as a result of improper installation or settling, faulty fixtures or equipment or changes to or problems with municipal water services.

## What's not covered under my Plan?

- ✗ Repair and replacement of equipment, including, but not limited to, water heaters, water softeners, water filtration systems, septic systems (outflow pipes), boilers (piping and valves), radiators (piping and valves), humidifiers, hot tubs, swimming pool and sump pumps
- ✗ Repair and replacement of fixtures, including but not limited to, sink basins, toilet seats, toilet tanks or bowls, bathtubs, showers, bidets, motors, heaters, jets or related piping provided to bathtubs, hot tubs, swimming pools, appliance piping/drains; galvanized, lead, cast iron, or non-pex plastic piping, orange ky-tec, dual flush toilet parts (mechanics) and Saniflo electrical units for toilets
- ✗ Faucet repair and replacement including washers, cartridges in taps
- ✗ Routine plumbing inspection
- ✗ Cleaning of drains or catch basins
- ✗ Pipe replacement required where pipe design/integrity has resulted in poor pressure
- ✗ Frozen pipes and/or repairs to pipes damaged by frozen pipes
- ✗ Frost free hose bibs
- ✗ Radiant in-floor heating

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# Total Home Protection

## 3in1 Total Home Protection Plan

### What's included in my Plan?

- ✓ **Heating:** The heating portion of your 3in1 Total Home Protection Plan has the same coverage and exclusions of your Heating Unit as set out under the heading "Heating Protection Plan".
- ✓ **Cooling:** The cooling portion of your 3in1 Total Home Protection Plan has the same coverage and exclusions of your Cooling Unit as set out under the heading "Cooling Protection Plan".
- ✓ **Plumbing:** The plumbing portion of your 3in1 Total Home Protection Plan has the same coverage and exclusions as set out under the heading "Plumbing & Drains Protection Plan".

## 3in1 Total Home with Appliance & Electrical Protection Plan

(Existing Plan customers only. Plan no longer offered.)

### What's included in my Plan?

Variations of the 3in1 Total Home with Appliance & Electrical Protection Plan exist; please call us to confirm your specific coverage.

- ✓ **Heating:** The heating portion of your 3in1 Total Home with Appliance & Electrical Protection Plan has the same coverage and exclusions of your Heating Unit as set out under the heading "Heating Protection Plan".
- ✓ **Cooling:** The cooling portion of your 3in1 Total Home with Appliance & Electrical Protection Plan has the same coverage and exclusions of your Cooling Unit as set out under the heading "Cooling Protection Plan".
- ✓ **Plumbing:** The plumbing portion of your 3in1 Total Home with Appliance & Electrical Protection Plan has the same coverage and exclusions as set out under the heading "Plumbing & Drains Protection Plan".
- ✓ **Electrical:** The electrical portion of your 3in1 Total Home with Appliance & Electrical Protection Plan has the same coverage and exclusions as set out under the heading "Electrical Protection Plan".
- ✓ **Appliances:** Your Plan has coverage for specified appliances as described below.

## Appliance Protection

### What's included in my Plan?

The 3in1 Total Home with Appliance & Electrical Protection Plan provides coverage for specified components of the residential home appliances listed below. The following is a complete list of the residential home appliances\* covered in your Plan:

- ✓ Clothes Dryer
- ✓ Clothes washer
- ✓ Dishwasher
- ✓ Kitchen Refrigerator
- ✓ Range/Oven/Cooktop

\* Our total parts and labour responsibility for compressor unit or condenser coil repair is limited to a CDN \$500 maximum retail value (including HST) each year of your coverage. Plan covers only one of each of the above residential home appliances.

Plan coverage includes all components and parts that affect the operation of the appliance, subject to the exclusions set out below. For purposes of the Plan, "component(s)" means the mechanical or electrical part(s) covered under the Plan. Decisions as to whether parts replacement or repair is necessary will be made by our authorized technician, at their reasonable discretion. We are not responsible for any delays in obtaining parts or the replacement of appliances.

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## What's not covered under my Plan?

- ✘ **Kitchen Refrigerator:** Clogged drains or lines, condensation pans, liner cracks that are not deemed as manufacturer's defects by one of our authorized technicians, roller and leveling feet, glass displays, light bulbs, grates, caps, racks, shelves, interior thermal shells, stand-alone freezers, ice cube makers and beverage dispensers that are not factory installed and/or an integral part of the appliance.
- ✘ **Dishwasher:** Clogged drains or lines, roller or leveling feet, glass displays, light bulbs, grates, caps, rinse aid dispensers, racks and baskets.
- ✘ **Range/Oven/Cook top (Gas or Electric):** Clocks and LED displays (unless they affect the function of the oven), microwave ovens (unless it is an integral part of the oven), meat probe assemblies, rotisseries, racks, light bulbs, shelves, roller or leveling feet, grates, burner bowls, glass displays, glass or ceramic tops (unless deemed to be a thermal crack by our authorized technician) and trays; sensi-heat burners will only be replaced with standard burners.
- ✘ **Clothes Washer:** Clogged drains or lines, external hoses, roller and leveling feet, glass displays, light bulbs, grates, caps, rinse aids, fabric softener dispenser, plastic minitubs, soap dispensers, filter screens and damage to clothing.
- ✘ **Clothes Dryer:** Clogged duct or venting, roller or leveling feet, glass displays, light bulbs, grates, caps, fabric softener/bleach dispenser, venting, lint screens and damage to clothing.
- ✘ **Stand-alone Freezer**
- ✘ Appliances used for commercial or other non-residential applications

## Replacement Parts

Any replacement parts used to repair your eligible appliance may, at our option, be new, refurbished or non-original manufacturer's parts that perform to the factory specification of the appliance.

Commercially reasonable efforts will be made to match dimensions, brand or colour. We are responsible for installing replacement of similar features, capacity and efficiency, but not for matching dimensions, brand or colour. We are not responsible for upgrades or for the cost of construction, carpentry, or other modifications made necessary by existing equipment or installing different equipment.

## Product residual amount

In the event that a replacement part is not available during the coverage period or any authorized technician determines that it is not commercially reasonable to repair the appliance, we will pay you a cash settlement based on the Residual Amount described in the below section entitled "Residual Amount". The amount of the cash settlement shall not exceed the current Manufacturer's Suggested Retail Price ("MSRP") of a replacement appliance of like kind and quality. Upon payment of a cash settlement for the covered appliance, coverage for the affected appliance will cease. If you choose to replace the covered appliance with a brand new appliance, we automatically extend coverage under this Protection Plan Guide and Agreement to your new appliance upon receipt of proof of purchase and its installation in your residence. Residual Amount is calculated as a percentage of the original retail product cost (excluding taxes) based on age, up to a maximum Residual Amount of \$5,000, as follows:

- 0 to 2 years old 100%
- 3 to 5 years old 75%
- 6 to 9 years old 50%
- 10 or more years old 25%

If you are unable to provide us with proof of the original retail product cost, which can include the MSRP (for greater certainty, there will be no adjustments for inflation), the Residual Amount will be the applicable amount set out below, depending on the type of appliance:

- Kitchen Refrigerator: \$150
- Range/Oven/Cook top (one only): \$150
- Clothes Washer: \$110
- Clothes Dryer: \$110
- Dishwasher: \$110

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# General Terms & Conditions

**1.0 TERM OF PLAN** - Your Plan coverage begins 10 days after you have enrolled in the applicable Plan (your "Coverage Date") and remains in effect for an initial period of one year, except otherwise stated in this Protection Plan Guide and Agreement.

**2.0 RENEWAL OF YOUR PLAN** - For your convenience, there is an automatic renewal process. Your Plan will renew each year on the anniversary of your Coverage Date (your "Anniversary Date") unless you have given us notice prior to your Anniversary Date that you do not wish to renew your Plan, or we have given you notice prior to your Anniversary Date that your Plan will not be renewed.

**3.0 PLAN COVERAGE** - Your Plan coverage applies only to single family residences, be it a house, townhouse, condominium or apartment unit, modular home or a manufactured home that has been anchored to a permanent foundation and not moved during the coverage term. Equipment located in commercial properties or in residences that are used as businesses, is not eligible for coverage. If the covered residence is a condominium, townhouse, modular home or manufactured home, coverage is limited to the equipment and systems located within the individual covered unit. Common areas or shared systems in multiple unit dwellings are not covered. If you have more than one piece of the same equipment or system, Plan coverage is limited to the first such piece of equipment that we service, repair or maintain under the Plan.

**4.0 PLAN CANCELLATION** - We may discontinue or cancel your Plan at any time. If we do so and your Plan was paid by lump sum, our liability will be restricted to issuing a refund of your Plan on a pro rata basis. We will complete any repairs or parts replacements covered by your Plan for which you have notified us prior to the date the Plan is discontinued or cancelled. We may also cancel your Plan if you fail to meet any of your obligations (including payment obligations).

If you have chosen to pay for your Plan by way of installments and you cancel your Plan prior to your Anniversary Date or if we cancel your Plan because you failed to meet any of your obligations (including payment obligations), you will be billed out for the remaining installments owing for the Plan, except as otherwise stated in this Protection Plan Guide and Agreement.

If you purchased one of our 3in1Total Home Protection Plans, the entire Plan will be cancelled.


You can contact us to cancel your Plan using the information set out under the heading "Contact Us".

**5.0 MOVING** - If you are moving to a new residence, you have two options for your Plan:

- a) Transfer your Plan: If you move, your Plan is transferable to your new residence provided you move within our service area. Your Plan will be cancelled at your old residence and you will be billed out for the remaining installments owing for the Plan. Those billed installments will then be applied as a credit on your first bill to the new residence. A new Plan will be created for your new residence, which will remain in effect for an initial period of one year. Please contact Enercare using the information set out under the heading "Contact Us" 30 days before you move out of your old residence to ensure the successful transfer of the plan(s) to your new residence.
- b) Cancel your Plan: If you choose not to transfer your Plan to your new residence or your new residence is not located within our service area, you will be billed out for the remaining installments of your Plan.

**6.0 PAYING FOR YOUR PLAN** - The Plan may be paid in lump sum or by way of installments. If you elect to pay by installments, you agree to pay the charges at the intervals described in the enclosed welcome or renewal letter. Applicable taxes (including HST) will be added to each installment when billed. Your Plan charges may be included on your utility bill, or we may choose to bill you separately or through our service provider. Acceptable methods of payment, which currently include pre-authorized payment, payment by cheque, by telephone banking, online banking and payment at the bank, will be set out on the bill you receive.

Amounts will be billed in advance of the period to which they apply and are payable by the due date shown on the bill. A late payment charge will apply to all overdue amounts on your bill, including applicable taxes, at a rate of 1.5% per month or 18% per year (for an effective rate of 19.56%).

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## 7.0 OUR REFUND POLICY

- Cancellation within 10 days – If you cancel your Plan within 10 days and had no service completed within that timeframe, we will issue a refund for any payments made. If you have used the service within 10 days, your Plan will be cancelled and we will issue a refund for any payments made but you will be billed for the cost of the service rendered.
- Equipment not eligible for service – If one of our authorized technicians deems your equipment not eligible under the Plan coverage and you have no prior service completed under your Plan, we will issue a refund up to a maximum of two years of payments made. If you have had service under your Plan, you will be reimbursed up to a maximum of two years of payments made from the last service date.

**8.0 MODIFICATION OF TERMS AND CONDITIONS** - We may modify the terms and conditions of your Plan, including the price, by giving you notice of the changes at least thirty (30) days and no more than ninety (90) days prior to the Anniversary Date. Such changes will become effective on the Anniversary Date.

## 9.0 DIAGNOSIS, LIABILITY AND WARRANTY

### Diagnosis

We will diagnose and repair equipment in accordance with the terms and conditions in this Protection Plan Guide and Agreement as long as the equipment is:

- Located within the confines of the permanent foundation of your residence (except for a central air conditioning unit);
- Properly installed and in proper working order on the Coverage Date;
- Safely and readily accessible for diagnosis and repair by the authorized technician; and
- Located in a safe and sanitary environment for our authorized technician.

### Liability

Enercare tries to diagnose and repair problems on the first service visit; however, it is not always possible. We are not liable for losses or damages resulting from misdiagnosis or delays in completing diagnosis or repairs. If we do not correct or repair a problem covered by your Plan or if a replacement part fails, our sole liability will be to correct the problem and, if necessary, to provide an additional replacement part.

In no event are we liable for indirect, consequential or economic damages or for loss or damages to any person or property, indirect, consequential or incidental arising from the use or inability to use the equipment to the extent such may be disclaimed by law, nor do we cover any defects which are subject to a manufacturer's or distributor's recall, in-home warranty, or which are covered under a manufacturer's, distributor's or builder's program of reimbursement.

Pre-existing defects or deficiencies in existence prior to enrollment are excluded from coverage.

All parts and labour covered by the Plan must be provided by our authorized technician. We cannot reimburse you for parts and labour not done by our authorized technician.


Unavailable Parts or Non-repairable Equipment - We try to locate a replacement part or an appropriate substitute as quickly as reasonably possible, but limited availability of certain parts may result in delays from time to time. In the event that a part is no longer available or we cannot obtain it at a commercially reasonable cost, we will not be liable for replacing the equipment.

If the part is no longer available or the equipment cannot be repaired, either of us may terminate your Plan. If the Plan is terminated and you have no prior service completed under your Plan, we will issue a refund up to a maximum of two years of payments made. If you have had service under your Plan, we will issue a refund up to a maximum of two years of payments made from the last service date.

### Warranty

We make no representations or warranties as to the parts and labour, except for those that are given by statute, except as provided below. During the manufacturer's warranty period, the manufacturer is responsible for items covered under their express or implied warranties. Subject to you carrying out your

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obligations under this Protection Plan Guide and Agreement and subject to the limitations set out under “Liability”, we will pay for repair expense not covered by the manufacturer’s warranties and covered by your Plan and, if your Plan has expired, we will warranty our parts and labour for 90 days after the date of the repair. We are not a manufacturer of the parts and we are not making any warranty or guarantee in respect of the parts, the supplier or the manufacturer. Any warranties or guarantees provided under applicable legislation are hereby excluded to the extent permitted by law.

You purchase new heating or cooling equipment:

- Total Home Protection Plan or Heating/Cooling Protection Plan with Maintenance Customers - If you have a Total Home Protection Plan (3-in-1 or 3in1 with Appliance & Electrical) or Heating/Cooling Protection Plan with Maintenance and you purchase a new Cooling Unit or Heating Unit from Enercare that is covered by your current Plan, your Plan coverage will be downgraded within 30 days of your new equipment installation date to a new Plan that will remain in effect for an initial period of one year and excludes repair coverage on your new equipment. We will mail you a welcome package with your new coverage and advise you of your new lower payment installment.
- Other Protection Plan Customers - If you do not have a Total Home Protection Plan (3-in-1 or 3in1 with Appliance & Electrical) or Heating/Cooling Protection Plan with Maintenance and you purchase a Cooling Unit or Heating Unit from Enercare that is covered by your current Plan, the Plan will be cancelled within 30 days of your new equipment installation date.

Parts - All parts replaced under your Plan coverage become our property.

## 10.0 EXCLUSIONS

General Exclusions: Your Plan specifically does not cover any equipment used for commercial or other non-residential use, or any costs, including diagnosis and service, repair, parts replacement or adjustment if the equipment was used for commercial applications. Costs will further not be covered if repairs are needed because of: design faults or faults which existed before your Plan became effective, abuse, tampering, alterations or repairs by persons other than us, accidental or deliberate damage, loss, theft, freezing weather conditions, subsidence, structural repairs, fire, lightning, explosion, earthquake, flood, storm, acts of war or other insurable risks, the thermostat is not at the proper setting, the household electrical fuse or breaker required for the equipment is blown, the Heating Unit or Cooling Unit has been turned off, improper sizing or application of the equipment, redecoration or renovation related work, pre-existing defects or deficiencies in existence or which have previously been repaired during the first 30 days prior the date of coverage under your Plan, lack of reasonable maintenance, heating, cooling, appliance, electrical or plumbing or drains system breaking down.


Flushing of the heat exchanger and additional cleaning that is required due to insufficient or improper maintenance prior to joining the Plan or as a result of building renovations, fire or flood are excluded from coverage under the Plan. If required, these services will be charged to you at our standard labour rate plus applicable taxes at the time of repair. Boiler system drainage and refill are excluded from Plan coverage.


We reserve the right not to provide coverage for certain types, brands or models of equipment. If your Plan covers only one unit of equipment and we exercise our right not to provide coverage for such equipment, we may cancel your Plan. If you have no prior service completed under your Plan, we will issue a refund up to a maximum of two years of payments made. If you have had service under your Plan, we will issue a refund up to a maximum of two years of payments made from the last service date.

Redecoration and restoration costs: The costs of redecoration and restoration costs required as a result of any work performed in connection with the Plan are not covered. This includes wall-coverings, drywall, plaster, wallpaper, paint, floor coverings, tile, cabinetry, counter tops, landscaping or repair of any structural or cosmetic defects.

Your Plan does not cover: parts, components not specifically listed in this Protection Plan Guide and Agreement or that relate to a manufacturer’s recall, providing for or closing access to covered items, except as noted in this Protection Plan Guide and Agreement; service or repairs of equipment that are related to inadequacy or lack of capacity, improper installation, previous repair, design or any

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modification to the system or appliance, unless performed by us under this Protection Plan Guide and Agreement; electronic, computerized or energy management systems or devices, such as "Smart House" service, maintenance, repair, or replacement necessitated by any loss or damage resulting from any cause other than normal usage; loss or damage due to chemical or sedimentary build-up, misuse or abuse, unauthorized repair by others, failure to clean or maintain the equipment; rust, corrosion, insect infestation, mould, mildew or bacterial manifestations, missing parts, structural change, fire, freezing, electrical failure or surge, water damage, lightning, mud, earthquake, soil movement, windstorms, hail, theft, negligence, intentional acts, riot, accidents, pet or pest damage, acts of God, or failure due to excessive water pressure or any other perils are not considered loss or damage by normal use; parts, components, units, components and/or any subassemblies that are covered by a manufacturer's, contractor's, builder's or installer's warranty or program of reimbursement; upgrades or for the cost of construction, carpentry, or other modifications made necessary by existing equipment or installing different equipment; preventative maintenance; consumable items, including but not limited to, filters and fuses and replacement of spoiled food as a result of failure of equipment or electricity outage.

**Building and Zoning Code Requirements or Violations:** If current building or other code violations are discovered before or during the diagnosis or repair of equipment, we shall not be required to repair or service the equipment until you complete the necessary corrective work at your own expense. If you incur additional costs or expenses in order to comply with local, provincial, or federal law, we shall not be responsible for that additional cost or expense. We are not responsible for service or repair of equipment when permits cannot be obtained and we will not pay any costs relating to permits.

**Hazardous Materials -** We shall not cover service involving hazardous or toxic materials, asbestos, lead or the disposal of refrigerants or contaminants.

#### **Equipment not Eligible for Coverage:**

- Ductless wall units
- High velocity units
- Natural gas powered cooling units
- Wall cooling units
- Water cooled cooling units
- Equipment serving more than three dwelling units
- Any equipment not readily accessible by our authorized technician


#### **Equipment not Readily Accessible by an Authorized Technician**

Circumstances where equipment, such as a Heating Unit and or Cooling Unit, is not readily accessible for an authorized technician includes, but not limited to, instances where your equipment is located in a crawl space, attic or an area where an authorized technician cannot safely or easily access. In such instances, we will not provide service and will deem your equipment ineligible for service. If one of our authorized technicians deems your equipment ineligible for service under the Plan, we will terminate your Plan, subject to the below. If you have no prior service completed under your Plan, we will issue a refund up to a maximum of two years of payments made. If you have had service under your Plan, we will issue a refund up to a maximum of two years of payments made from the last service date.


If you have a Total Home Protection Plan, your Plan coverage will be downgraded to a new Plan that excludes the ineligible equipment. The new Plan will remain in effect for an initial period of one year. We will mail you a welcome package with your new coverage and advise you of your new lower monthly payment or payment installment. If you have no prior service completed under your Plan, we will issue a refund up to a maximum of two years of the portion of the payments made relating to the ineligible equipment. If you have had service under your Plan, we will issue a refund up to a maximum of two years of the portion of the payments made relating to the ineligible equipment from the last service date.

**Thermostat Coverage:** If your Plan includes thermostat coverage and your thermostat fails, we will provide a replacement with a make or model of our choice. This will not include smart or wi-fi

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thermostats, zone thermostats/controls, energy management controls or batteries for programmable thermostats. For greater certainty, smart thermostats include home automation devices responsible for controlling a home's heating and sometimes air conditioning and allow the user to control the temperature of their home throughout the day using a schedule, such as setting a lower temperature at night, and allow the thermostat to control the HVAC system and optimize it to the user's lifestyle.

## **11.0 Standard Terms**

### **Personal Information**

We collect personal information about you in order to establish and manage our, and our authorized service provider's, business relationship with you. We won't knowingly share this information with third parties without your permission, other than to service providers, parties that provide us with credit information, parties to whom we transfer, assign, encumber or otherwise dispose of this Agreement or otherwise in accordance with our Privacy Policy which is available at [enercare.ca/privacy-policy](http://enercare.ca/privacy-policy) or can be obtained from our Privacy Officer. In light of this, you hereby: (i) consent to the collection, use, disclosure and maintenance of personal information and to receiving commercial electronic messages and promotional offers (such as tips to help you run your home or place of business more efficiently and reliably, special money-saving offers available to our customers and news about products and services that may be of interest to you) in accordance with the terms of our Privacy Policy, you may opt out at any time by contacting our Privacy Officer using the information below; (ii) authorize us to use and disclose your personal information to: verify your identity when you request information about your account by telephone or email; bill, collect payment, manage your account and/or supply services to you under this Agreement; review information about your bill payments; provide to our authorized technicians and other companies that provide service under this Agreement; comply with law enforcement and/or a legal requirement; process past due accounts of yours which have been passed to a debt collection agency; and undertake a credit reference check and we agree that the results thereof, any other personal information provided by or about you shall be handled by us in accordance with applicable laws and the Privacy Policy; and (iii) if your Plan is billed by your gas utility, you authorize your gas utility to provide us with any information about your Plan, including charges and payment information. We may record our telephone conversations with you and disclose the recordings to achieve the purposes set out in this section.

You may contact our Privacy Officer to discuss any questions or concerns related to the Privacy Policy, how your information is being handled, or to request that your personal information be revised or removed from our promotional list by telephone at: 416-649-1862, e-mail at: [privacy@enercare.ca](mailto:privacy@enercare.ca), or mail at: Privacy Officer, Enercare Inc., 7400 Birchmount Road, Markham, ON L3R 5V4

### **Technician Safety**

No service or repairs under the Plan will be provided if our authorized technician refuses to enter a residence due to the presence of animals, insects, unsanitary conditions or unsafe conditions, or is unable to provide service due to equipment that is not readily accessible. In the event of such unsanitary or unsafe conditions, as determined by us acting reasonably, we may, in our sole discretion, terminate your Plan. If you have no prior service completed under your Plan, we will issue a refund up to a maximum

of two years of payments made. If you have had service under your Plan, we will issue a refund up to a maximum of two years of payments made from the last service date.


### **Governing Law**


This Protection Plan Guide and Agreement is governed by and construed in accordance with the laws of Ontario and federal laws of Canada applicable therein.

### **Entire Agreement**

This Protection Plan Guide and Agreement, including any supplemental terms and conditions, welcome letter(s), renewal letter(s) and completed enrollment form(s) is the entire agreement between you and us and supersedes all prior agreements, understandings or discussions, whether oral or written, and there are no warranties, representations or other agreements except as specifically set out herein.

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### **Conflict**

If there is a conflict or inconsistency between the information on the enrollment form and this Protection Plan Guide and Agreement, this Protection Plan Guide and Agreement takes priority to the extent of such conflict or inconsistency.

### **Assignment**

We may assign any or all of our rights and obligations under this Protection Plan Guide and Agreement or pledge the Protection Plan Guide and Agreement or proceeds thereunder as security for any obligation, without your permission. If you want to assign this Agreement to anyone else, you will need our written consent to do so.


### **Notice**

We can provide notice to you by personal delivery, mail (including registered mail), phone or by e-mail. If the e-mail addresses which you have provided us changes, you will need to give us your updated e-mail address.


### **Force Majeure**

We are not responsible for failing to perform our obligations or for any loss to you under this Protection Plan Guide and Agreement if we are prevented from doing so by events or circumstances beyond our control.

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