

Comfort Protection Plan Terms and Conditions



Relax. Everything you need to know is all right here in black and white.



Your Consent Regarding Information

You consent to our collection of your credit, financial and related personal information, and to the exchange of this information between us, credit bureaus, financial institutions, our subsidiaries and affiliates and other persons with whom you have had or may have financial dealings, and to our use of this information for the purposes of: verifying and evaluating your creditworthiness and other information you provide to us in connection with your account (including verifying your identity for regulatory compliance purposes); establishing, servicing and collecting on your account; providing the products and services you request; providing credit references; communicating with you for these purposes; and meeting legal, regulatory, audit, processing and security purposes, and as otherwise permitted or required by law. In addition to the purposes above, we and our affiliates assume that you consent to our use

of your contact information to provide you with occasional information about other products and services offered by us or our affiliates. However, you may refuse consent for this purpose by contacting us within ten (10) days after you receive a copy of your bill, at (1-877-267-7902).

To request access to or correction of your personal information, or for more information about our privacy practices, see our Privacy Policy at reliancehomecomfort.com or write to us at Reliance Home Comfort, P.O. Box 2305 STN A, Oshawa, Ontario L1H 7V5, attention Chief Privacy Officer.

*CUSTOMER REWARDS

As a Comfort Protection/Plus Plan customer, you may be eligible for certain exclusive benefits and offers. To inquire about the benefits and offers that may apply to you, please call 1-888-721-7759.

Thank you for choosing Reliance Home Comfort. We look forward to meeting your home comfort needs.

For more details on your plan benefits call:
1-866-Reliance (1-866-735-4262)
reliancehomecomfort.com

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*Subject to Plan Terms and Conditions.

Keeping your home comfort equipment worry-free

Thank you for choosing Reliance Home Comfort. We look forward to covering your home with a Comfort Protection/Plus Plan. It is specially priced and simply added to your bill.

The Terms and Conditions of coverage under your Plan are documented on the back of this sheet. Please keep this copy for your reference. Remember, as set out in the Terms and Conditions, your Comfort Protection/Plus Plan coverage includes:

- Year-round protection from expensive and unexpected repair costs
- Free parts and labour on service*
- Priority Service
- Service by our Professionally Certified Service Technicians

OTHER TERMS

- We will not reimburse you for the costs of services or parts replacement performed by contractors that have not been authorized by us.
- Except as specifically noted in this Agreement, your plan coverage is non-refundable. Your plan coverage is not transferable to another residence.
- We have the right to change, from time to time, any term of this Agreement, including any plan rates and charges by sending you prior notice of the change and such change will be effective 30 days after the date set out in that notice.
- We may sell, assign or otherwise dispose of, or grant a security interest in, all or part of our right and interest in this Agreement to anyone else, without notice to you or your consent. To the extent not prohibited by law, you will not assert against any transferee any claims, defences, set-offs, deductions or counter-claims which you may now or in the future be entitled to assert against us.

COMFORT PROTECTION PLANS –TERMS AND CONDITIONS SERVICES COVERED

Comfort Heating/Cooling Protection Plans:

Cover the diagnosis and repair, replacement or adjustment, as we determine necessary, of specified parts within your "heating unit" (if your plan includes a "Heating Protection Plan") and "cooling unit" (if your plan includes a "Cooling Protection Plan") subject to the exceptions noted below. For parts and services included in the Comfort Heating/Cooling Protection Plans, you are protected from all labour and part replacement costs, up to the limits described below.

Comfort Heating/Cooling Protection Plus Plans:

If your plan includes a "Heating Protection Plus Plan" same coverage as Comfort Heating Protection Plans plus a 21-point annual check-up and cleaning of your "heating unit" including a safety test for carbon monoxide.

"Flushing of the heat exchanger" or "additional cleaning" that is required due to insufficient maintenance prior to joining any Comfort Heating Protection Plan or Plus Plan is excluded from coverage and will be charged to you at our standard labour rate (currently \$99). Boiler system drainage and refill are excluded from any Comfort Heating Protection Plan or Plus Plan coverage.

If your plan includes a "Cooling Protection Plus Plan" same coverage as a Comfort Cooling Protection Plan, plus an annual check up and cleaning of your "cooling unit." The costs to diagnose and replace any defective parts which have caused a refrigerant leak are included in your Comfort Cooling Protection Plan or Plus Plan including refrigerant recovery, vacuuming and refill. Additional cleaning that is required due to insufficient maintenance prior to joining any Comfort Cooling Protection Plan or Plus Plan is excluded from coverage and will be charged to you at our standard labour rate (currently \$99). Although we may attempt to remind you from time to time of any annual check-up or cleaning to which you may be entitled, we are not obligated to do so and you are responsible for contacting us to arrange any such annual check-up or cleaning at a mutually convenient time. We will not be responsible for any annual check-up or cleaning that is not provided due to you failing to contact us.

EQUIPMENT COVERED

Comfort Heating Protection Plans:

Covers one of the following: residential natural gas furnace, boiler, space heater, air handler, or primary heat source fireplace (the "heating unit"). Heat pumps, equipment using conversion burners, the conversion burner itself and ductless, wall unit, heat pump and high velocity units are not eligible for coverage. Equipment serving more than one dwelling unit is not eligible for coverage. Heating equipment that heats using electricity or a fuel other than natural gas (e.g. oil, propane, wood, etc.) is not eligible for coverage.

Comfort Cooling Protection Plans:

Coverage for a residential electric powered central air conditioning unit (the "cooling unit"). Natural gas powered, ductless, wall unit, heat pump and high velocity air conditioning units are not eligible for coverage. Equipment serving more than one dwelling unit is not eligible for coverage.

Comfort Heating/Cooling Protection Plus Plans:

Cover the same equipment as the Comfort Heating/Cooling Protection Plans.

PARTS COVERED

Comfort Heating Protection Plans:

The following is a complete list of parts covered by your Comfort Heating Protection Plan:

- Gas Burner and Orifices
- Automatic Gas Control Valves
- Gas Regulator
- Electric Ignition System
- Relay
- Flame Spreader
- Pilot Burner
- Thermocouple/Generator
- Fan and Limit Controls
- Power Burner Motor
- Heating Circuit Transformer
- Venter Motor Assembly
- Roll Out Switch

- Vent System Pressure Switch
- Condensate Pump
- Furnace Low Voltage Circuit Fuse
- Automatic Vent Damper/Motor
- Aqua Stat Controls
- Flow Switch
- Pulley and Belt
- Blower/Component
- Fan Motor
- Door Switch
- Summer/Winter Switch
- Thermostat

The following parts are excluded from coverage under your plan: heat exchanger, heating coil (air handler), heating sections (boiler), firebox/combustion chamber, furnace filters, low and high water cut-off valves, circulating pumps, zone valves, and parts added on to accommodate ancillary equipment such as air conditioners, humidifiers, etc. Replacement of the complete heating unit is not covered under any of these plans.

Comfort Cooling Protection Plans:

The following is a complete list of parts covered by your Comfort Cooling Protection Plan:

- Add-On Fan Centres
- Capacitor
- Line Components
- Internal Copper Tubing
- Low Ambient Temperature Sensor
- Add-On Indoor Fan Relay
- Cooling Contactor/Relay
- Evaporator Coil
- Internal Electrical Wiring
- Condenser Fan Motor
- Thermostat
- Fan Blade

The following are exceptions from coverage under your plan: compressor and condenser coil replacement. Repairs required within the furnace or air handler are not covered by the Comfort Cooling Protection Plans but are included in the Comfort Heating, or Heating/Cooling combined Protection Plans.

Comfort Heating/Cooling Protection Plus Plans:

Parts coverage and exclusions are the same as the Comfort Heating/Cooling Protection Plans.

CANCELLATION

Your coverage under any of the plans will be in effect until cancelled by either us or by you upon written notice to the other party. Such cancellation will be effective on the date written notice is given unless the party giving the notice indicates otherwise within such notice.

If you cancel this Agreement, you will remain liable to us for any outstanding amounts owing on your account. In the event that we cancel this Agreement, our liability will be restricted to a refund, if any, of the unexpired portion of any payments made, and to completing any repairs or parts placements covered by your plan for which you have notified us up to the date of the termination of this Agreement.

BILLING AND PAYMENT

Your bill will be sent by us to you on a quarterly basis or, if permitted by us, on a monthly basis. Your charges are due 15 days after the bill issue date on your bill. A bill may not be sent to you if we believe that you have a credit balance. For your convenience, we have arranged the various payment options. Your payment may be made by cheque or money order payable to Reliance Home Comfort and, so long as there is no interruption in postal service, sent by mail to Reliance Home Comfort, P.O. Box 2305 STN A, Oshawa, Ontario L1H 7V5. Your account number should be included on the front of your cheque or money order. Cash should not be sent through the mail. Payments may also be made through a financial institution in the manner of your choice (including paying at an automated teller machine, through telebanking or internet banking). If you have authorized us to have your payments deducted from your bank account (a pre-authorized payment or "PAP"), we will notify you 15 days prior to the first PAP. You will only receive another bill if the amount of the PAP changes. On approximately the same day (a "PAP Date") each quarter or, if permitted by us, each month, the charges set out on your bill are due and we will debit your account for those charges and all other amounts you owe us. If the PAP Date falls on a weekend or statutory holiday, your account will be debited on the next business day. You will pay us on demand interest on all amounts payable by you (including interest) and not paid when due, both before and after judgment, at a rate equal to 1.5% per month (or 19.6%

per annum), compounded monthly. You will be charged \$25 for any cheque that is returned unpaid by your bank or for any PAP that cannot be processed for any reason.

If more than one customer is named on the front of your bill, you understand that each of you is individually liable, and all of you are collectively liable, for all obligations imposed on you by this Agreement.

NOTICE OF CHANGES

You agree to promptly inform us of any change of your mailing address at least 30 days in advance of such change. If you have chosen to make your payments under this Agreement by PAP, you must inform us in writing of any changes in the bank account information you provided. Notice of any change should be sent to us Reliance Home Comfort, P.O. Box 2305 STN A, Oshawa, Ontario L1H 7V5 or call us at 1-866-Reliance (1-866-735-4262) or visit us at reliancehomecomfort.com.

UNAVAILABLE PARTS and PART REPLACEMENT

If a part is unavailable, we will attempt to obtain a replacement part or an equivalent substitute as quickly as possible, but limited availability of certain parts may result in delays from time to time. In the unusual event that we cannot provide a part replacement or an equivalent substitute, we will not be liable for such part replacement, equivalent substitute or for any resulting damages. Parts replacement or equivalent substitutes are solely at our discretion.

Any part that is found to be defective and is replaced under your plan coverage becomes our sole property and may be disposed of at our discretion.

LIMIT ON LIABILITY

We are not the manufacturer or supplier of the heating unit or the cooling unit and we make no representations, warranties or conditions as to the performance of either unit. We will not be liable for any loss, damage or injury of any type arising out of or related to this Agreement or caused or contributed in any way by the use and operation of the heating unit and/or the cooling unit or any indirect, incidental, special or consequential damages, even if reasonably foreseeable. If we are not able to perform any of our obligations under this Agreement because of circumstances or events beyond our control, we shall be excused from the performance of such obligations for the duration of such circumstances or events and we shall not be liable to you for such failure to perform. These plans do not cover any losses, repairs or replacements arising from abuse, accidental or deliberate damage, theft, vandalism, fire, flood, earthquake, other natural disasters, acts of war, acts of God, unauthorized repair, if the equipment has been turned off, improper thermostat setting, or household electrical problems.

You will indemnify us from all claims, losses and costs that we may suffer or pay, or may be required to pay, including legal expenses, in connection with the heating unit, the cooling unit, this Agreement or the use and operation of either unit, including any claims against us for any injury or death to individuals or damage to property. You will pay, when due, all taxes and other charges imposed by any governmental authority on or in connection with this Agreement or your payments made under it.