



## COMFORT PROTECTION PLAN 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 Maintenance Plans:

If your plan includes a "Heating Protection Plus Maintenance 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 Maintenance Plan is excluded from coverage and will be charged to you at our standard labour rate (currently \$149). Boiler system drainage and refill are excluded from any Comfort Heating Protection Plan or Plus Maintenance Plan coverage.

If your plan includes a "Cooling Protection Plus Maintenance 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 Maintenance 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 Maintenance Plan is excluded from coverage and will be charged to you at our standard labour rate (currently \$149). 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.

#### Plumbing Protection Plans:

Covers the diagnosis, repair, adjustment or, if applicable, replacement, all as we determine necessary of specified parts related to the plumbing and related piping and drains inside your home and waste drainage and rainwater drains within your house or, if you have a condominium, to the point of connection with common elements (your "plumbing and drain system").

#### Comfort Heating Protection Plus Maintenance and Plumbing Plans:

Same coverage as both Comfort Heating Protection Plus Maintenance Plans and Plumbing Protection Plans described above.

#### Comfort Heating and Cooling Protection Plus Maintenance and Plumbing Plans:

Same coverage as both Comfort Heating and Cooling Protection Plus Maintenance Plans and Plumbing Protection Plans described above.

### EQUIPMENT COVERED

#### Comfort Heating Protection Plans:

Covers one of the following: residential natural gas furnace, boiler, space heater, air handler, heat pump, or high velocity unit (the "heating unit"). Equipment using conversion burners, the conversion burner itself, fireplaces and ductless or wall 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, heat pump or high velocity air conditioning unit (the "cooling unit"). Natural gas powered, ductless or wall units are not eligible for coverage. Equipment serving more than one dwelling unit is not eligible for coverage.

#### Comfort Heating/Cooling Protection Plus Maintenance 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 (other than Wi-Fi enabled thermostats)

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, Wi-Fi enabled thermostats 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 (other than Wi-Fi enabled thermostats) • Fan Blade • Pressure switch • Service valve

The following are exceptions from coverage under your plan: compressor and condenser coil replacement and Wi-Fi enabled thermostats. 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 Maintenance Plans:

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

#### Plumbing Protections Plans:

The following is a complete list of the parts in your plumbing and drain system covered by your Plumbing Protection Plan:

- Hot and cold water pipes and drainage pipes inside your home and downstream from your main water incoming water valve
- Faucet repair including replacement of washers and/or cartridges in taps and faucets
- Mechanical pop-up stoppers
- Piping repairs to your humidifier, dishwasher and refrigerator
- Outside hose bibs
- Blocked toilets, sinks, and showers
- Moving parts within the toilet tank
- Toilet flange repair
- Diagnosis of below grade preventers drains or below grade rainwater drain blockages
- Primer line to laundry tub
- Mixing valves (other than those in hydronic heating systems)
- Humidifier valves
- Inspection and repair of backwater valves
- Repair of shut-off valves

The following items are excluded from coverage:

- Faucet replacement
- Mixing valves contained in hydronic heating systems
- Hands free faucet repair
- Annual or routine plumbing inspection or cleaning of drains or catch basins
- Changes to/or problems with municipal water services
- Repair or replacement of other fixtures, appliances or equipment, water heaters, water softeners, water filtration systems, septic systems, sink basins, toilet seats, toilet tanks or bowls, bathtubs, showers, bidets, boilers, boiler piping and valves, radiators, radiator piping and valves, humidifiers, refrigerators, washing machines, dishwashers, hot tubs, swimming pools, out-building supplies, decorative garden features, rainwater downspouts or eavestroughs, weeping tiles, backflow preventers, check valves, radiant in-floor heating
- Pipe replacement required where pipe design/integrity has resulted in poor pressure (e.g. the calcification of galvanized or lead piping or integrity problems related to hard water)
- Drain piping repairs caused by improper installation or settling
- Replacement of galvanized, lead, cast iron, or non-PEX plastic piping
- Mobile homes

Comfort Heating Protection Plus Maintenance and Plumbing Protection Plans:

Parts coverage and exclusions are the same as both Comfort Heating Protection Plus Maintenance Plans and Plumbing Protection Plans described above.

Comfort Heating and Cooling Protection Plus Maintenance and Plumbing Protection Plans:

Same coverage as both Comfort Heating/Cooling Protection Plus Maintenance Plans and Plumbing Protection Plans described above.

#### CANCELLATION

Your plan is in effect for a one year term, which term shall automatically be renewed for successive one year terms 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 breach any term of this Agreement, we may cancel this Agreement, which cancellation will be effective on the date that written notice is given, unless we indicate otherwise in our written notice. If this Agreement is cancelled by you or, in the case of your breach, by us, we shall be released from all of our obligations under this Agreement and you will remain liable to us for all amounts payable by you pursuant to this Agreement and, if such cancellation is made before the date (the "anniversary date") that is one year after the date that your plan was activated, you will also be required to pay us an amount equal to the total of the remaining monthly charges due pursuant to this Agreement on or before the anniversary date. In the event that we cancel this Agreement and you have not breached any term of 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 the account identified in the banking information you have provided (or any other account that you may identify to us from time to time) 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 agree that we will not notify you in advance of each PAP. The Plan services are provided for your personal use. You may cancel this authorization upon 30 days written notice to us, however, you remain obligated to pay all amounts due or owing under your Plan. You have certain recourse rights if any debit that we draw does not comply with this authorization. For example, you have the right to reimbursement for any debit that is not authorized or is not consistent with this authorization. For more information on your right to cancel a PAP debit agreement or on your recourse rights, contact your financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca). 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. If you choose to receive a paper bill, you will be charged our monthly paper bill fee (currently \$0.75 per month). You agree to pay such fee when billed by us.

#### 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 at 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.ca](http://reliancehomecomfort.ca).

#### 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 particular, but without limitation, we may not be able to readily or locally obtain parts (including cartridges and washers) for certain makes and models of taps and/or faucets. 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, the cooling unit or the plumbing and drain system and we make no representations, warranties or conditions as to the performance of such equipment or system. We will not be liable for any loss, damage or injury of any type arising out of or related to your Plan or caused or contributed in any way by the use and operation of the heating unit, the cooling unit and/or the plumbing and drain system 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 are not insurance and do not cover any losses, repairs or replacements arising from abuse, accidental or deliberate damage, theft, vandalism, fire, flood, freezing, 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, the plumbing and drain system, your Plan or the use and operation of either the system or 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.

#### Your Consent Regarding Information:

We may collect and use personal information provided by you for the purposes of verifying your identity (including for regulatory compliance purposes) and your creditworthiness (including by obtaining and using credit reports). Birth dates, Social Insurance Numbers or other personal identifiers, if provided, may be used to verify your identity, including matching credit records. We may collect credit, financial and related personal information for these purposes from you, your product dealer, our affiliates, credit bureaus and credit reporting agencies, and from references you may have provided to us. You consent to the disclosure of such information by these parties to us. You agree that we may, from time to time, use the above information and other personal information collected or compiled by us in connection with this agreement (including account status and payment history) (collectively, the "information") for the purposes of opening, administering, servicing and enforcing this agreement, collecting amounts owing to us, verifying and evaluating your current and ongoing creditworthiness and financial status, responding to your inquiries and otherwise communicating with you regarding your account. For the purpose of maintaining your credit history and providing credit references, we may from time to time disclose credit-related information to credit bureaus, credit reporting agencies and to your current or future creditors. If you have provided your banking information, we may use and exchange it with your and our financial institutions for payment processing purposes. We may otherwise use your information and disclose your information to third parties as necessary, to enforce this agreement and otherwise collect amounts owing to us; for the purposes of detecting and preventing fraud; in connection with audits; and generally for the purposes of meeting legal, regulatory, risk management and security requirements. We may use and disclose your information to assignees, prospective assignees and other third parties that are connected with the proposed or actual financing, insuring, sale, securitization, assignment or other disposal of all or part of our business or assets (including this agreement and/or amounts owing to us) for the purposes of permitting a prospective assignee to evaluate your creditworthiness and otherwise determine whether to proceed or continue with the transaction, fulfilling any reporting or audit requirements to such parties, and/or completing the transaction. Our successors and assigns may collect, use and disclose your information for substantially the same purposes as described in this paragraph. We may use agents and service providers (including affiliates acting in that capacity) to collect, use, store and/or process personal information on our behalf, and your information may be transferred to these entities for the purposes described in this paragraph. In addition to the purposes set out above, we and our affiliates may use 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 thirty days after you receive this agreement at 1-866-RELIANCE, and we will not use your information for this purpose until a reasonable period of time has passed after we have sent this agreement to you. You may at any time thereafter withdraw consent to our use of personal information for this purpose by calling the above number (please allow a reasonable time for us to process your request). You may request access and correction of your information, subject to applicable legal restrictions, or make other inquiries regarding your personal information by writing to us at P.O. Box 2305 STN A, Oshawa, Ontario, L1H 7V5, Attention: Privacy Matters. You consent to the collection, use and disclosure of your personal information as may be further described in our Privacy Policy, available at <http://www.reliancehomecomfort.ca>, and which we may amend from time to time, and as otherwise permitted or required by law. The consents provided above shall be valid for so long as required to fulfill the purposes described in this paragraph.

#### OTHER TERMS

- Your plan will become active 10 days after your enrolment.
- 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 provided, 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 that applies to your plan, 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, setoffs, deductions or counter-claims which you may now or in the future be entitled to assert against us.
- The costs of redecoration and restoration costs required as a result of any work performed in connection with any of the Plans are not covered. This includes wall-coverings, drywall, plaster, wallpaper, paint, floor coverings, tile, cabinetry, countertops, landscaping or repair of any structural or cosmetic defects.



## ELECTRICAL PROTECTION PLAN TERMS AND CONDITIONS

### SERVICES COVERED

#### Electrical Protection Plan:

Covers the diagnosis and repair, replacement or adjustment, as we determine necessary of specified parts related to the covered components within your home's electrical system, subject to the exceptions noted below. For parts and services included in the Electrical Protection Plan, you are protected from all labour and part replacement costs, up to the limits described below.

#### Electrical Protection + Inspection Plan:

Same coverage as the Electrical Protection Plan plus an annual visual inspection of the covered components of your home's electrical system. The purpose of the inspection is to identify non-compliant or unpermitted components that are patently and obviously visible without intrusive or destructive inspection of your home's electrical system. No inspection can be guaranteed to detect all issues with your electrical system and components, and you acknowledge that our inspection is limited to the visible inspection described above. Although we may attempt to remind you from time to time of any annual inspection to which you may be entitled, we are not obligated to do so and you are responsible for contacting us to arrange any such inspection at a mutually convenient time. We will not be responsible for any annual inspection that is not provided due to you failing to contact us.

### COMPONENTS COVERED

#### Electrical Protection Plans:

The following is a complete list of the electrical components in your home's electrical system covered by the Plan:

• Switches • Outlets • Interior Wiring • Components Within the Electrical Panels • Components Within Sub Panels • Receptacles • Pot Light Repairs • Fluorescent fixtures • Cover Plates (Basic) • Repair to Ground Fault Circuit Interrupters • USB Charging Receptacles • Humidity Switches • Range Outlets • Dryer Outlets • Door Bell System Repair

The following parts are excluded from coverage under your plan:

• Repairs related directly to obsolete wiring systems (e.g. knob & tube wiring) • Repairs necessary as a result of unqualified work • Repairs needed as a result of fire, flood, lightning, vandalism • Aluminum Wiring • Electrical Permits • Ceiling Fans • Circuit Overloading • Direct Current Wiring or Components • Garage Door Openers • Central Vacuum Systems • Inadequate Wiring Capacity • Intercoms or Alarm Systems • Power Failure • Failures Caused by Power Surges • Remote Controls • Electrical Appliances

### PLAN LIMITS

Under your Plan, our total parts and labour responsibility (including access to wiring through unobstructed walls, ceilings or floors only and diagnosis) is limited to a maximum of CDN \$1500 retail value (including HST) during each year of Plan coverage. Retail value is as determined by us using our standard repair pricing. You are responsible for any parts and labour charges above this amount.

We are only responsible for installing standard products. Your plan does not cover, and we are not required to replace, non-standard, specialty or non-North American parts or components that are not available through our usual suppliers. Decorative or speciality 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. Your Plan does not cover the cost of electrical permits necessary for completing any work (whether such work is covered by this Plan or otherwise), and you agree to pay such cost of such necessary electrical permits.

### CANCELLATION

Your plan is in effect for a one year term, which term shall automatically be renewed for successive one year terms 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 breach any term of this Agreement, we may cancel this Agreement, which cancellation will be effective on the date that written notice is given, unless we indicate otherwise in our written notice. If this Agreement is cancelled by you or, in the case of your breach, by us, we shall be released from all of our obligations under this Agreement and you will remain liable to us for all amounts payable by you pursuant to this Agreement and, if such cancellation is made before the date (the "anniversary date") that is one year after the date that your plan was activated, you will also be required to pay us an amount equal to the total of the remaining monthly charges due pursuant to this Agreement on or before the anniversary date. In the event that we cancel this Agreement and you have not breached any term of 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 agree that we will not notify you in advance of each PAP. The Plan services are provided for your personal use. You may cancel this authorization upon 30 days written notice to us, however, you remain obligated to pay all amounts due or owing under your Plan. You have certain recourse rights if any debit that we draw does not comply with this authorization. For example, you have the right to reimbursement for any debit that is not authorized or is not consistent with this authorization. For more information on your right to cancel a PAP debit agreement or on your recourse rights, contact your financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca). 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. If you choose to receive a paper bill, you will be charged our monthly paper bill fee (currently \$0.75 per month). You agree to pay such fee when billed by us.



#### 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.ca](http://reliancehomecomfort.ca).

#### UNAVAILABLE PARTS AND PART REPLACEMENT

If a part covered by your plan 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 installer or supplier of the electrical system in your home and we make no representations, warranties or conditions as to the performance of such system. 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 electrical system 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, freezing, earthquake, other natural disasters, acts of war, acts of God, or unauthorized repair. 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 the system, 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.

#### 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 1-866-Reliance (1-866-735-4262). To request access to or correction of your personal information, or for more information about our privacy practices, see our Privacy Policy at [reliancehomecomfort.ca](http://reliancehomecomfort.ca) or write to us at Reliance Home Comfort, P.O. Box 2305 STN A, Oshawa, Ontario L1H 7V5, attention Chief Privacy Officer.

#### OTHER TERMS

- Your plan will become active 10 days after your enrolment.
- 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 provided, 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 that applies to your plan, 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, setoffs, deductions or counter-claims which you may now or in the future be entitled to assert against us.
- The costs of redecoration and restoration costs required as a result of any work performed in connection with any of the Plans are not covered. This includes wall-coverings, drywall, plaster, wallpaper, paint, floor coverings, tile, cabinetry, countertops, landscaping or repair of any structural or cosmetic defects.



## BASIC PLUMBING PROTECTION PLAN TERMS AND CONDITIONS

### SERVICES COVERED

#### Basic Plumbing Protection Plan:

Covers the diagnosis, repair, adjustment or, if applicable, replacement, all as we determine necessary of specified parts related to the plumbing and related piping and drains inside your home and waste drainage and rainwater drains within your house or, if you have a condominium, to the point of connection with common elements (your "plumbing and drain system"). This Basic Plumbing Protection Plan ("Plan") covers one residential dwelling only. Businesses, multi-tenant residential dwellings, student residences, and commercial or non-residential properties are not covered by this Plan. This Plan does not cover mobile homes.

### PARTS COVERED

#### Basic Plumbing Protections Plans:

The following is a complete list of the parts in your plumbing and drain system covered by your Plan:

- Hot and cold water pipes inside your home and downstream from your main water incoming water valve (e.g. pinhole leak repair)
- Piping repairs to your humidifier, dishwasher and refrigerator
- Outside hose bibs (excluding frost free)
- Blocked toilets, sinks, and showers
- Moving parts within the toilet tank (excluding dual flush parts)
- Diagnosis of below grade waste drains or below grade rainwater drain blockages
- Primer line to laundry tub (including trap seal primers)
- Mixing valves (other than those in hydronic heating systems)
- Humidifier valves
- Repair of shut-off valves

The following items are excluded from coverage:

- Drainage pipes
- Faucet repair including replacement of washers and/or cartridges in taps and faucets
- Faucet replacement
- Mechanical pop-up stoppers
- Mixing valves contained in hydronic heating systems
- Hands free faucet repair
- Toilet flange repair
- Dual flush toilet parts
- Frost free outside hose bibs
- Annual or routine plumbing inspection or cleaning (including cleaning of drains or catch basins)
- Inspection and repair of backwater valves
- Changes to/or problems with municipal water services
- Repair or replacement of other fixtures, appliances or equipment, water heaters, water softeners, water filtration systems, septic systems, sink basins, toilet seats, toilet tanks or bowls, bathtubs, showers, bidets, boilers, boiler piping and valves, radiators, radiator piping and valves, humidifiers, refrigerators, washing machines, dishwashers, hot tubs, swimming pools, out-building supplies, decorative garden features, rainwater downspouts or eavestroughs, weeping tiles, backflow preventers, check valves, radiant in-floor heating and Saniflo electrical units for toilets
- Repairs made necessary as a result of faulty fixtures, appliances or equipment, sump pumps
- Repairs of or cleaning of blockages in below grade drains
- Installation of new or replacement backwater valves
- Repair or replacement of circulation pumps
- Washing machine hoses
- Repair or replacement of motors, heaters, jets or related piping provided to bathtubs, hot tubs or swimming pools
- Fresh water tubes and drain tubes related to appliances
- Heating equipment piping/drains, or septic systems and their outflow pipes
- Pipe replacement required where pipe design/integrity has resulted in poor pressure (e.g. the calcification of galvanized or lead piping or integrity problems related to hard water)
- Drain piping repairs caused by improper installation or settling
- Replacement of galvanized, lead, cast iron, or non-PEX plastic piping

In addition to and without limiting the Limits of Liability provision below, and notwithstanding the inclusions of the Plan above,

(1) this Plan does not cover, and we will not be obligated to service, maintain or repair, any part of your plumbing and drain system that has been subjected to unreasonable, abnormal, negligent or willfully harmful use, as determined by us acting reasonably, (2) if we perform repairs covered by this Plan but are of the opinion, acting reasonably, that such repairs will be necessary due to a root cause not covered by this Plan, we will provide a written estimate of the work required to correct the root cause and no further work will be performed for a reoccurring problem until the root cause diagnosed has been corrected, and (3) if, in order to correct problems with the plumbing and drain system, repairs are necessary and are not covered by this Plan, we will provide a written estimate of the work required to make such repairs and no further work will be performed to correct such problems until repairs have been made in respect of the problem originally diagnosed.

### CANCELLATION

Your plan is in effect for a one year term, which term shall automatically be renewed for successive one year terms 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 breach any term of this Agreement, we may cancel this Agreement, which cancellation will be effective on the date that written notice is given, unless we indicate otherwise in our written notice. If this Agreement is cancelled by you or, in the case of your breach, by us, we shall be released from all of our obligations under this Agreement and you will remain liable to us for all amounts payable by you pursuant to this Agreement and, if such cancellation is made before the date (the "anniversary date") that is one year after the date that your plan was activated, you will also be required to pay us an amount equal to the total of the remaining monthly charges due pursuant to this Agreement on or before the anniversary date. In the event that we cancel this Agreement and you have not breached any term of 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 the account identified in the banking information you have provided (or any other account that you may identify to us from time to time) 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 agree that we will not notify you in advance of each PAP. The Plan services are provided for your personal use. You may cancel this authorization upon 30 days written notice to us, however, you remain obligated to pay all amounts due or owing under your Plan. You have certain recourse rights if any debit that we draw does not comply with this authorization. For example, you have the right to reimbursement for any debit that is not authorized or is not consistent with this authorization. For more information on your right to cancel a PAP debit agreement or on your recourse rights, contact your financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca). 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. If you choose to receive a paper bill, you will be charged our monthly paper bill fee (currently \$0.75 per month). You agree to pay such fee when billed by us.

#### 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 at Reliance Home Comfort, P.O. Box 2305 STN A, Oshawa, Ontario L1H 7V5 or call us at 1-866RELIANCE (1-866-735-4262) or visit us at [reliancehomecomfort.ca](http://reliancehomecomfort.ca).

#### UNAVAILABLE PARTS AND PART REPLACEMENT; TEAM MEMBER SAFETY

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.

No service or repairs under the Plan will be provided if the plumber assigned 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 a lack of accessibility. In the event of such unsanitary or unsafe conditions, as determined by us acting reasonably, we may, in our sole discretion, terminate your Plan.

#### LIMIT ON LIABILITY

We are not the manufacturer or supplier of the the plumbing and drain system and we make no representations, warranties or conditions as to the performance of such system. We will not be liable for any loss, damage or injury of any type arising out of or related to your Plan or caused or contributed in any way by the use and operation of the plumbing and drain system or any indirect, incidental, special or consequential damages, even if reasonably foreseeable. If we are not able to perform any of our obligations 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 are not insurance and do not cover any losses, repairs or replacements arising from abuse, accidental or deliberate damage, theft, vandalism, fire, flood, freezing, earthquake, other natural disasters, acts of war, acts of God, unauthorized repair, if components of the plumbing and drain system have been turned off, improper settings, 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 the plumbing and drain system, your Plan or the use and operation of the system, 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 the Plan or your payments made regarding it.

#### Your Consent Regarding Information:

We may collect and use personal information provided by you for the purposes of verifying your identity (including for regulatory compliance purposes) and your creditworthiness (including by obtaining and using credit reports). Birth dates, Social Insurance Numbers or other personal identifiers, if provided, may be used to verify your identity, including matching credit records. We may collect credit, financial and related personal information for these purposes from you, your product dealer, our affiliates, credit bureaus and credit reporting agencies, and from references you may have provided to us. You consent to the disclosure of such information by these parties to us. You agree that we may, from time to time, use the above information and other personal information collected or compiled by us in connection with this agreement (including account status and payment history) (collectively, the "information") for the purposes of opening, administering, servicing and enforcing this agreement, collecting amounts owing to us, verifying and evaluating your current and ongoing creditworthiness and financial status, responding to your inquiries and otherwise communicating with you regarding your account. For the purpose of maintaining your credit history and providing credit references, we may from time to time disclose credit-related information to credit bureaus, credit reporting agencies and to your current or future creditors. If you have provided your banking information, we may use and exchange it with your and our financial institutions for payment processing purposes. We may otherwise use your information and disclose your information to third parties as necessary, to enforce this agreement and otherwise collect amounts owing to us; for the purposes of detecting and preventing fraud; in connection with audits; and generally for the purposes of meeting legal, regulatory, risk management and security requirements. We may use and disclose your information to assignees, prospective assignees and other third parties that are connected with the proposed or actual financing, insuring, sale, securitization, assignment or other disposal of all or part of our business or assets (including this agreement and/or amounts owing to us) for the purposes of permitting a prospective assignee to evaluate your creditworthiness and otherwise determine whether to proceed or continue with the transaction, fulfilling any reporting or audit requirements to such parties, and/or completing the transaction. Our successors and assigns may collect, use and disclose your information for substantially the same purposes as described in this paragraph. We may use agents and service providers (including affiliates acting in that capacity) to collect, use, store and/or process personal information on our behalf, and your information may be transferred to these entities for the purposes described in this paragraph. In addition to the purposes set out above, we and our corporate affiliates may use your contact information to provide you with occasional information about other products and services. However, you may refuse consent for this purpose by contacting us within thirty days after you receive this agreement at 1-866-RELIANCE, and we will not use your information for this purpose until a reasonable period of time has passed after we have sent this agreement to you. You may at any time thereafter withdraw consent to our use of personal information for this purpose by calling the above number (please allow a reasonable time for us to process your request). You may request access and correction of your information, subject to applicable legal restrictions, or make other inquiries regarding your personal information by writing to us at P.O. Box 2305 STN A, Oshawa, Ontario, L1H 7V5, Attention: Privacy Matters. You consent to the collection, use and disclosure of your personal information as may be further described in our Privacy Policy, available at <http://www.reliancehomecomfort.ca>, and which we may amend from time to time, and as otherwise permitted or required by law. The consents provided above shall be valid for so long as required to fulfill the purposes described in this paragraph.



#### OTHER TERMS

- Your plan will become active 10 days after your enrolment.
- 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 provided, 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 that applies to your plan, 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, setoffs, deductions or counter-claims which you may now or in the future be entitled to assert against us.
- The costs of redecoration and restoration costs required as a result of any work performed in connection with any of the Plans are not covered. This includes wall-coverings, drywall, plaster, wallpaper, paint, floor coverings, tile, cabinetry, countertops, landscaping or repair of any structural or cosmetic defects.