

Asbuilt *Comfort Care* Plans

Terms and Conditions



Halton Hills' #1 choice in
Heating, Cooling + Fireplaces
since 1989

Please read carefully. Understanding these terms and conditions is important so you obtain maximum benefits from your plan. We aim to provide you with high-quality service to maintain and repair the equipment and systems included in these terms and conditions. *Comfort Care* Plan holders have top priority when they need service.

GENERAL COVERAGES

Each *Comfort Care* Maintenance or Protection Plus Plan member will receive:

- Live, 24/7/365 telephone support
- Fully licensed, qualified service technicians to perform all repairs
- A Precision Tune up after twelve months, for each piece of equipment covered

GENERAL CONDITIONS

To maintain the validity of this agreement the customer must:

- operate and maintain the equipment according to its manufacturer's instructions;
- provide clear and safe access to facilitate the repairs to the equipment protected under this plan;
- employ only Asbuilt *Comfort Care* personnel or those authorized by Asbuilt to work on the equipment. We will not reimburse you for work performed by others.
- promptly notify Asbuilt *Comfort Care* of anything that happens to affect the equipment's working conditions;
- any material and work in addition to that promised by this agreement will be furnished only on the customer's authorization and will be charged to the customer at prevailing rates;
- agree that Asbuilt *Comfort Care* alone is the judge of how to best perform repairs and service under this agreement;
- agree that the only services provided by this agreement are those described on the agreement for the equipment listed. NO person is authorized to claim otherwise;
- agree that the Plan coverage applies only to single family dwellings, including houses, townhouses and condominiums
- understands that Asbuilt *Comfort Care* reserves the right to discontinue the Plan programme(s) at any time.

COVERAGE PERIOD / RENEWAL / CANCELLATION

Your coverage will begin 14 working days from the date your application is approved. Once your *Comfort Care* Plan coverage begins, your plan will be in effect for 12 months. For your convenience, there is an automatic renewal process. It is understood that if we do not receive written cancellation notice within 30 days of your renewal, your *Comfort Care* Plan will automatically be renewed for the following 12 months. If you wish, you may transfer the agreement to your new address i.e.: if you sell your home (providing the new address is within our service territory). We will not charge an administration fee to set up the new address.

We reserve the right to change the Terms and Conditions of the *Comfort Care* Plan, including plan coverage prices. We will notify you prior to your renewal date of any changes to the Terms and Conditions, and any such changes will automatically be in effect for the renewal date. We shall not be responsible for *Comfort Care* agreements where the account has not been paid and kept current. 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 prior to the anniversary on a monthly *Comfort Care* Plan, any payments owing on the balance of the agreement term become due. If you move, you can transfer the Agreement to your new address providing that new address is within our service territory. Should your new address be outside the service territory, you agree to pay any remaining instalments (if applicable) relating to the current coverage year, and the *Comfort Care* Plan coverage will remain in effect for the new owner or tenant for the balance of the coverage year. At our option, we may credit the remaining balance of your *Comfort Care* Plan to a Plan at your new residence.

Comfort Care Maintenance Plan

ADDITIONAL COVERAGE

- No after hours premiums for the diagnostic fee
- 20% discount off the regular daytime rate for any required repairs
- 5% discount off regular price for any piece of equipment covered by the agreement that plan member chooses to replace
- 90 day diagnostic warranty on the individual piece of equipment following the Precision Tune Up

Comfort Care Protection Plus Plan

ADDITIONAL COVERAGE

- No deductible on repairs
- Equipment Replacement Credit (\$400.00)

SERVICES COVERED

Comfort Care Heating/Cooling Protection Plus 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 Plus Plan") and "cooling unit" (if your plan includes a "Cooling Protection Plus Plan") subject to the exceptions noted below. For Parts and service included in the *Comfort Care* Heating/Cooling Protection Plus Plans, you are protected from all labour and part replacement costs, up to the limits described below. Includes an annual maintenance of your heating unit including a safety test for carbon monoxide.

Comfort Care Protection Plus Plan Continued...

EQUIPMENT COVERED

Comfort Care Heating Protection Plus Plans

- Covers a residential natural gas furnace. Heat pumps, gas fireplaces, and boilers, are eligible for coverage at separate fee. Equipment serving more than one dwelling unit is not eligible for coverage.

Comfort Care Cooling Protection Plus Plans

- Coverage for a residential electric powered central air conditioning unit (the "cooling unit"). Our total labour responsibility for compressor unit or condenser coil repair is limited to CDN\$400 maximum retail value. Wall unit and high velocity air conditioning units are not eligible for coverage. Equipment serving more than one dwelling unit is not eligible for coverage.

PARTS COVERED

Comfort Care Heating Protection Plus Plans:

The following is a complete list of parts covered by your *Comfort Care Heating Protection Plus 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
- Furnace Low Voltage Circuit Fuse
- Pulley and Belt
- Blower/Component
- Fan Motor
- Door Switch
- Summer /Winter Switch
- Basic Heating/Cooling Thermostat

Comfort Care Cooling Protection Plus Plans:

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

- Low Ambient Temperature Sensor
- Capacitor
- Line Components
- Internal Copper Tubing
- Basic Heating/Cooling Thermostat
- Add-on Fan Relay
- Cooling Contractor/Relay
- Internal Electrical Wiring
- Condenser Fan Motor
- Fan Blade

The following parts are excluded from coverage under your plan: Heat exchangers, indoor evaporator coils, outdoor condenser coils, compressors and refrigerant leaks are not included but are often covered under extended warranty from the manufacturer. Parts added on to accommodate ancillary equipment such as condensate pumps, HRV's, humidifiers, etc are not included. Also excluded are any portion of a manufacturers recall program, either parts or labour. Replacement of the complete heating or cooling unit is not covered under any of these plans.

****CUSTOMER REWARDS****

Should your heating or cooling unit require the replacement of the heat exchanger, indoor/outdoor coils, or compressor, or should the unit have a refrigerant leak, you will be provided a credit of \$400 towards the labour/repair or purchase of a new replacement unit from Asbuilt Comfort Care.

Comfort Care Protection Plus Plan Exclusions:

- moving or relocation of equipment, damage due to unexpected freezing, losses or defects from vandalism, abuse theft, fire, flood, wind, war, riots, terrorist, or acts of good accidental or deliberate damage, earthquake, other nature disasters, unauthorized repair, if the equipment has been turned off, improper thermostat setting, or household electrical problems.
- problems that are not in the furnace itself, such as power humidifiers or electronic air cleaners, ductwork and venting, coil cleaning, refrigerant replacement, the replacement of condenser or evaporator coils, or your electronic thermostat.
- work made necessary by the enforcement of government codes, building regulations, union regulations or other regulatory bodies.
- we are not the manufacturer or supplier of the heating unit or the cooling unit and we make no representation, 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 consequences 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.
- 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.
- all parts replaced become our property and you agree to assign to *Comfort Care* any assignable warranties available from the manufacturer or supplier of the part.
- diagnostic service, repair or replacement of items not covered under the *Comfort Care Protection Plus Plan*,
- repairs needed because of design faults or faults which existed before your *Comfort Care Protection Plus Plan* became effective.
- the problem relates to improper sizing or application of equipment,
- renovation related work. The costs of redecoration and / or restoration required as a result of any work performed in connection with the *Comfort Care Protection Plus Plan*, including drywall, plaster, tile cabinetry, paint wallpaper and landscaping.

Comfort Care Protection Plus Plan Exclusions Continued...

- repairs needed if we previously advised you of permanent repairs to keep the system in good working order, removal of asbestos in conjunction with any service work under your *Comfort Care Protection Plus Plan*,
- repairs or relocation of equipment that is located in places that are unsafe to the service technician.

We reserve the right to charge for service calls if no mechanical or electrical problem has been diagnosed in the appliance that is covered or if the problem is the result of any of the following:

- thermostat is set incorrectly, power supply off to the equipment (breaker, fuse, or switch), pilot light in furnace is off, dirty furnace filter, blocked return air intakes or ductwork;
- unit operating outside manufacturer specifications, for example, not installed to code;
- not operating as a result of foreign objects in the unit i.e. pencils, pens, popsicle sticks, etc.;
- problems resulting from work done by others (not Asbuilt *Comfort Care's* employees) such as installing electronic thermostats, humidifiers, air cleaners, etc.

We are not responsible for failure / damage to the equipment due to improper fuel or fuel supply or negligent operation by the customer. We will take all reasonable precautions to avoid damage to property while on the premises, but it is expressly agreed that we shall not be liable for any special or consequential damages beyond the cost of repairs to the heating and or air conditioning equipment.

We reserve the right to rescind any agreement if, upon inspection by a service technician the equipment is found to be in such a condition that continuing service would be unsatisfactory or unsafe to either party.

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 damage. Parts replacement or equivalent substitutes are solely at our discretion.

All Comfort Care Plans:

BILLING AND PAYMENT

Payment is billed on a monthly basis on a pre-authorized payment (PAP) basis. On approximately the same day (a "PAP Date") each month the charges set out on your bill are due and we will debit your bank account or credit card for those charges and all other amounts you owe us. You will be charged \$25 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 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 credit card information you provided. Notice of any change should be sent to us, Asbuilt *Comfort Care*, 5 Armstrong Avenue Unit #3, Georgetown ON, L7G 4S1, 905-877-8023 or visit us at www.AsbuiltComfortCare.com.

PERSONAL INFORMATION ABOUT YOU

We collect and use personal information about you in order to establish and manage our business relationship with you. We only collect such personal information as is strictly necessary for the purposes outlined in Section 2. "How we use information" We collect personal information when:

1. you contact us
2. you place an order for or purchase a product or service from us in person, by phone, mail, facsimile, email or through our website. Certain products and services offered to our customers (such as rebates, warranties, and financing may be provided by third party suppliers. We collect from such third party suppliers a list of our customers who have signed up for these services and information about the use our customers make of such services (for example, frequency of use, customer feedback).

HOW WE USE PERSONAL INFORMATION

As part of our business operations, we hold and use certain personal information pertaining to you in order to respond to your request, and provide you with services. Specifically, we may use personal information for the following purposes:

- notifying you of recalls or safety issues;
- managing the provision of goods and services to you;
- managing invoicing, accounting and information security services related to our transactions with you;
- monitoring your satisfaction with our products, services and programs and those offered by our suppliers, and contacting you regarding the status of such programs, products and services;
- promoting, offering or marketing additional products, goods and services. We may use personal information to create aggregate information as well.

Personal information we collect in accordance with this Privacy Policy may be disclosed to unaffiliated third parties in connection with the sale, assignment or other transfer of our business, in which case we will require such third parties to adhere to the terms of the Privacy Policy. Our full privacy policy can be reviewed online at www.AsbuiltComfortCare.com.