

Please read carefully so you obtain maximum benefits from your Guaranteed Comfort Plan.

**General Coverages:**

1. **Seniors' (65+)** Discount of 10% on all plan prices.
2. Each piece of equipment listed on the plan gets a scheduled AtlasCare precision tune-up and safety inspection with a written report.
3. GC Plan holders have top priority when they need service. When you call for service you get a guaranteed appointment window.

**Optimum Service**

- 24/7 Emergency Service.
- No charge for repairs (parts & labour), to a maximum of \$1,000/year on each furnace/boiler or air conditioner covered under the plan.
- No overtime service charges.
- Accessory (fireplace, humidifier or air cleaner) coverage if added to plan – pay the Essential price but get Optimum coverage.
- Thermostat replacement with like model (if required).

**Advantage Service**

- 24/7 Emergency Service.
- 50% discount on overtime diagnostic charges.
- No charge for repairs (parts & labour), to a maximum of \$700/year on each furnace/boiler or air conditioner covered under the plan.
- Accessory (fireplace, humidifier or air cleaner) coverage if added to plan – pay Essential price but get Advantage coverage.
- Thermostat replacement with like model (if required).

**Essential Maintenance**

- 24/7 Emergency Service.
- 10% discount on all repairs.
- Discount on overtime diagnostic charges.

**Warranty Maintenance/Unconditional Warranty**

- Covers all new equipment installed by AtlasCare for up to ten years, 100% parts and labour.
- Required to have AtlasCare perform annual maintenance in years two and onward charged under the Essential plan rates
- Refer to your warranty information provided after purchase, for term length.

**Equipment Covered**

- Contracts are available for gas and electric furnaces, boilers (including primary pump), heat pumps, fireplaces, water heaters, air handlers, central air conditioners, ductless air conditioners, high velocity air conditioners, heat recovery ventilators, HEPA air filters, humidifiers and ultraviolet lights
- Thermostat replacement with similar type if original fails (Advantage and Optimum Plans)

**Parts Excluded**

- Boiler heating sections
- Secondary boiler pumps
- Firebox/combustion chamber
- Complete unit replacement
- Unit casings
- Work required to bring units up to good operating condition at commencement of Plan
- Gas supply piping, manual shut off valves, ductwork, diverter and venting systems, water piping
- Turn on or off of equipment
- Balancing of systems
- Bleeding of radiators
- Boiler system drainage and refill
- Automatic vent dampers
- Electrical wiring and breakers
- Consumables, including but not limited to UV lights, steam bottles, custom filters and media filters
- Expansion Tanks, Make-up Valves, Low Water Cut Off, Zoning Valves, Rads, Accessory Heat Exchanger, Vent Relief & Air Separators
- Accessory controls, Snow melt systems and Venting

**General Conditions**

To maintain the validity of this Agreement the customer must:

- Operate the equipment according to its manufacturer's instructions
  - Move anything that has to be moved to facilitate the work of AtlasCare personnel
  - Employ only AtlasCare personnel or those authorized by AtlasCare to work on the equipment. We will not reimburse you for work performed by others
  - Promptly notify AtlasCare of anything that happens to affect the equipment's working conditions
2. 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.
  3. AtlasCare alone is the judge of how to best perform repairs and service under this Agreement.
  4. The only service provided by this Agreement are those described on the Agreement for the equipment listed. No person is authorized to claim otherwise.
  5. Plan coverage applies only to single family houses, townhouses, condominiums and apartments.
  6. If we determine that your unit is not economically repairable or if a repair is not covered by your Plan, and you require replacement equipment, AtlasCare will pay the taxes on covered replacement units.
  7. We reserve the right to discontinue the Plan(s) program(s) at any time.
  8. Repairs to equipment covered under the Warranty Maintenance are governed by the terms of that warranty.

**Billing and Payment**

1. You agree to pay the amounts shown at the intervals on the face of the Agreement. HST will be added to all invoices.
2. All amounts are billed in advance and are due by the due date shown on the invoice.
3. Annual payments can be made by cheque or credit card (Visa or MasterCard), by online banking or telephone banking.
4. Monthly payments can be made by pre-authorized payments from your bank account only.
5. Overdue payments will be charged at a rate of 1.5% compounded monthly (19.56% annually).
6. If payments are not up to date, service may be refused.
7. Except as specifically stated in this Agreement, your payments are non-refundable.
8. If you have authorized AtlasCare to have your payments deducted from your bank account each month, your pre-authorized plan (PAP) will automatically renew each year unless AtlasCare is notified within 30 days of the plan anniversary date.
9. Any changes to these terms & conditions will automatically be in effect.
10. Unless otherwise noted monthly plan rates will be increased by no more than 3% annually. On approximately the same day each month, the charges set out on your invoice are due and we will debit your account for those charges and any other amounts you owe us. If the PAP falls on a weekend or statutory holiday, your account will be debited on the next business day.
11. You will be charged \$25 for any cheque that is returned or any PAP that cannot be processed for any reason. You agree to notify AtlasCare of any changes to the bank account information you provided.

**Coverage Period & Renewal**

1. Your Plan coverage comes into effect upon acceptance by AtlasCare. Advantage and Optimum Plans require you have a pre-inspection performed by an AtlasCare service mechanic to verify the equipment to be covered is in good operating condition. Repairs to bring the equipment up to good

operating condition will be billed at AtlasCare's prevailing service rates.

2. Equipment 15 years of age or older may not be accepted and/or renewed as it has reached its expected lifespan.
3. The Plan is in effect for one year. Notification of any change in the terms or price will be forwarded within 60 days of the anniversary date. You have the right to cancel with written notice no later than 10 days after the anniversary date. AtlasCare may also cancel this Plan by providing written notice prior to the anniversary date.

**Warranty**

1. We are not liable for losses or damages resulting from misdiagnosis or delays in completing repairs.
2. Labour warranty is 90 days from the date of repair.
3. Parts warranty is one year from the date of repair.
4. Manufacturer warranty does not cover diagnostic charges & require manufacturer part replacement
5. We will not, under any circumstances, be liable for indirect, consequential or economic damages.
6. AtlasCare is not the manufacturer or supplier of the equipment to be serviced and as such we make no representations, warranties or conditions as to the performance of the equipment.
7. All parts replaced become our property and you agree to assign to AtlasCare any assignable warranties available from the manufacturer or supplier of the part.

**Cancellation**

1. If you cancel prior to the anniversary on a monthly plan, any payments owing on the annual premium become due.
2. If you move, you agree to pay any remaining installments (if applicable) relating to the current coverage year, and the plan coverage will remain in effect for the new owner or tenant for the balance of the coverage year.
3. At our option, we may credit the remaining balance of your Plan to a Plan at your new residence.

**Personal Information**

1. We collect and use personal information about you in order to establish and manage our business relationship with you. Please see our website, [www.atlascare.ca](http://www.atlascare.ca) for our complete Privacy Policy.
2. You agree to promptly notify us of any change to your mailing address at least 30 days in advance.

**Exclusions**

1. Diagnostic service, repair or replacement of items due to a manufacturer's part recall.
2. Diagnostic service, repair or replacement of items not covered under the Plan.
3. Repairs needed because of design faults or faults which existed before your Plan became effective.
4. Repairs needed as a result of abuse, vandalism, tampering, alterations or repairs by persons other than AtlasCare.
5. Repairs required due to accidental or deliberate damage, theft, freezing weather conditions, structural repairs, lightning, explosion, earthquake, flood, storms, and acts of war or other insurable risks.
6. The problem relates to improper sizing or application of equipment.
7. Renovation related work.
8. The heating/cooling equipment has been turned off.
9. The costs of redecoration and/or restoration required as a result of any work performed in connection with the Plan, including drywall, plaster, tile, cabinetry, paint, wallpaper and landscaping.
10. Loss or damage to property caused by drains breaking down.
11. Repairs needed if we previously advised you of permanent repairs to keep the system in good working order.
12. Removal of asbestos in conjunction with any service work under your Plan.

13. Repairs or relocation of equipment that is located in places that are unsafe to the service technician.