



## Guardian Care

Customer Agreement • Revised September 1, 2009

### General Provisions

#### 1. TERMS AND CONDITIONS APPLICABLE TO ALL PLANS

##### 1.1. COMPANY RESPONSIBILITIES

Each Guardian Care ("Plan") covers only the repair (not the replacement or overhaul) of selected residential appliances and inside lines that fail as a result of normal wear and tear, as described in these Terms and Conditions. **Enrollment in a Plan constitutes the Customer's acceptance and agreement to the applicable Terms and Conditions.** The Company commitment is that services rendered will be free from defects in workmanship and material and that all the parts used will be new and merchantable. Parts may be replaced with an equivalent make, type or style. If parts are not available, or if the Company is unable to successfully repair or buyout (ApplianceCare Plan only) the appliance or inside line, the Company will provide the Customer with a full refund of all fees paid for the current Service Plan year.

When a service call is placed, the Company will promptly arrange for a qualified service technician to repair covered equipment. Emergency "no heat" service is available 24 hours per day, 7 days per week. Note: actual response times may be affected by factors beyond the Company's control such as weather conditions and workload.

The Company will pay for the cost of labor and parts associated with repairs as set forth in the Customer's Plan. The Customer is responsible for the cost of repairs that are not covered by the Plan. At its discretion, the Company may use qualified contractors to fulfill all or any part of its obligation under the terms of this Agreement.

The Plans cover specific residential equipment in individual households and are available to the owner of the property ("Customer"). Terms, conditions, and pricing are subject to change with prior notice.

##### 1.2. ELIGIBILITY FOR SERVICE

This Customer Agreement describes Terms & Conditions for all available Plans. Not all Plans are available in all the areas that the Company serves. The enrollment confirmation letter indicates the individual Plan(s) in which the Customer has enrolled. The Customer can also confirm active enrollment in individual Plan(s) by calling the Company.

In order to be covered by a Plan, all equipment must: (a) be installed to meet local, state and federal codes; (b) satisfy manufacturer requirements for safe and proper operation; and (c) be in good working condition at the time of enrollment. By permitting the Customer to enroll in a Plan, the Company does not make any express or implied warranties concerning Customer's existing equipment or conditions. The Company may refuse to provide service or deny enrollment under the Plan if eligibility requirements are not met. At its discretion, the Company reserves the right to deny enrollment in a Plan.

Customers must prepay for each Plan. The Plan will begin after the first bill, after receipt of the first payment, or 15 days after enrollment (whichever is later). The Plan is suspended at the end of the pre-paid period in the event of non-payment. The Plan must be current in order for the Customer to receive service under the Plan. If the Plan is suspended for nonpayment, the Customer's participation in the Plan will resume 15 days after payment is received. To the extent permitted by law, Customer will be subject to a late payment charge of \$5.85 or 1.5% per month (A.P.R. 18%) for all amounts in arrears (whichever is greater).

**If the household has more than one appliance of a particular type, (e.g., two furnaces) and only one Plan, the Plan will cover repairs to the first appliance that requires service.** Customers with Inside Line Plans covering multi-family households served by a single meter must purchase one Plan for each Dwelling Unit.

##### 1.3. CANCELLATION

Customers may cancel their enrollment in a Plan with no obligation within 30 days of enrollment and obtain a full refund minus the cost of any service calls placed during this period.

**Except as provided in the preceding paragraph, Customers with: Furnace, Boiler or Central Air Conditioning Plans are responsible for the total annual cost of their Plans.** No refunds will be provided with respect to such Plans for early cancellation and Customers on monthly payment plans will continue to be responsible for monthly fees for the remaining term of such Plans.

Inside Line – Gas may be cancelled at any time with a 30 day notice.

The Company may cancel the Customer's Service Plan with or without cause by providing notice of cancellation. Upon such cancellation, the Company shall refund all unapplied Customer payments.

To ensure uninterrupted service, Plans will renew automatically unless notification of non-renewal is received prior to the renewal date.

##### 1.4. CUSTOMER RESPONSIBILITIES

To arrange for repairs, the Customer is required to call the Company and to provide Company representatives with safe and reasonable access to all appliances and inside lines.

##### 1.5. GENERAL EXCLUSIONS

The Company shall not be responsible for repairing equipment when parts are not readily available. **In addition, the Plans do not cover repair of any devices, parts or controls other than those specifically covered by each Plan.** The Plan(s) are not for the benefit of anyone other than the Company and the Customer.

**Preventive Maintenance:** The Plans do not cover preventive maintenance or any work intended to help prevent a failure from occurring in the future, seasonal pilot re-lighting, or replacing filters. However, the Company does offer some of these services for an additional fee.

**Abnormal Conditions:** The Plans do not cover any materials, parts or labor for repairs which are required as a result of abnormal conditions or events such as: (a) hurricanes, tornados, flooding, fire or freezing; (b) damage induced by animals, vandalism, or Customer negligence; (c) repairs by third party or the Customer and; (d) a manufacturer recall, defect or retrofit.

**Limitation of Liability:** To the fullest extent allowed by law, the Company shall not be liable for any special, exemplary, punitive, indirect, consequential or incidental damages or lost profits incurred by the Customer, or anyone else even if advised of the possibility thereof. To the fullest extent allowed by law, the Company's liability under the Agreement, the Terms and Conditions, the Plan(s) and/or arising from or relating to the services provided thereunder is limited to three times the amount paid under the Plan(s) by the Customer over the past 12 months. The Company will not be liable for damages incurred by the Customer or anyone else caused by or relating to unavoidable delays, failure to service, unavailability of parts, equipment failure, weather conditions, work stoppage, strike or other circumstances beyond the Company's control.

**Hazardous Materials:** The Plans do not include services which involve the handling, disturbance, or disposal of hazardous or toxic materials, such as asbestos, anti-freeze, or contaminants such as refrigerants.

**Code Compliance:** The Plans are not intended to bring non-complying equipment into compliance with state, local or federal codes. In addition, the Plans do not cover the overhaul or replacement of residential appliances or Inside Lines.

**Gaining Access:** The Plans do not cover the cost of gaining access to inaccessible appliances, piping or wires or restoration costs such as plaster, drywall, paint, or concrete.

## 1.6. SEVERABILITY

If any provision of the Agreement, the Terms and Conditions or a Plan shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the remaining provisions, which shall remain in full force and effect. Headings/captions are for convenience only. The waiver or failure of the Company to exercise any right in connection with the Plan or these Terms and Conditions shall not be deemed a waiver of any further right thereof.

## 2. ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO SPECIFIC PLANS

### 2.1. FURNACE OR BOILER

#### 2.1.1. COVERED PARTS/SERVICE

The Plan covers the following parts and labor to repair one furnace or boiler up to a maximum of \$1,500 per Service Plan year.

**Common Parts:** The Plan covers barometric or motorized dampers, bearings, capacitor, circuit boards, condensate pump, drain line and trap, coupler, draft diverter, draft inducers (internal), flue pipe (galvanized single wall), ignition control (pilot/primary control, sensor/wiring), fan controls, fan assisted motor and assembly, flame sensor switch, fuses (excluding circuit breakers), gas cock (on furnace or boiler), gas valves, limit controls, pilot (standing) and safety assembly, pilot tubing, power pile generator, switches: (emergency, firematic, pilot, air/gas pressure, regulator) thermocouple, thermostat (standard/regular), and transformer.

**Circulating Hot Water Systems (Boiler):** All Common Parts plus air scoops, aquastat, auto water fill valve, back flow preventor, balancing valves, burners (if available), circulator (up to 3 zones), drain-off valves, expansion tank, draining expansion tank, flow check valve, low water cutoff, pressure gauges, purge valves, relays, relief valve (30 lb. pop), vent dampers & vent valves (at boiler), zone valves and operator (3 zones).

**Forced Warm Air Heating Systems (Furnace or Space Heater):** All Common Parts plus blower assembly, blower motor, blower pulleys, fans, fan belt, fan controls and operating relays.

#### 2.1.2. EXCLUSIONS AND LIMITATIONS

Exclusions include, but are not limited to: bleeding air bound systems, draining and refilling of boiler, balancing the system, chimney maintenance or repairs, heat exchangers, electronic commutated motor (ECM) or equivalent advanced fan system, auxiliary equipment such as radiators, air ducts & vents, air filters, electronic air cleaners, programmable thermostat, piping (water, gas, flue, etc.).

**Heating systems not covered include:** Baxi boilers, eltic, Glo-core, Hydro Pulse, HY-TECH, Lennox Pulse, Myson, Paloma Pak, Peerless Pinnacle, Thermotron, Veissmann, Voyager/Munchkin and Sears products.

The Plan also does not cover unit replacement, fuel oil appliances, gas appliances rated at inputs of 400,000 BTU/hr or more, rooftop or hanging units, any combination ambient heat/domestic hot water heating units.

## 2.2. GAS WATER HEATER

### 2.2.1. COVERED PARTS/SERVICE

The Plan covers the following parts for one tank-based water heater up to a maximum of \$350 for parts and labor per Service Plan year: gas valves, induced draft motors, ignition controls, safety controls, regulators, main burners, pilot assemblies, tubing, thermocouples, T&P relief valves, and thermostats.

## 2.2.2. EXCLUSIONS AND LIMITATIONS

Exclusions include, but are not limited to: anode rods, flushing, tank replacement, or tank-less water heaters.

## 2.3. CENTRAL AIR CONDITIONER

### 2.3.1. CENTRAL A/C COVERED PARTS/SERVICE

The Plan covers the following parts for one electric central air conditioner up to a maximum of \$1,500 for parts and labor per Service Plan year: bearings/shafts, belts and pulleys, blower assembly, blower motor, blower pulleys, capacitors, circuit boards, condenser motor/fans, contactor switches, delay timers, fan belt, fan controls, fan relays, fuses (internal), limit controls, motors, line set, operating relays, service valves, schrader valves, thermostats (standard/regular), and transformers.

## 2.3.2. EXCLUSIONS AND LIMITATIONS

Exclusions include, but are not limited to: compressors, condenser and evaporator coils, reversing valves, refrigerant replacement, solenoid valves, balancing of system, or auxiliary equipment such as air ducts, air filters, electronic air cleaners, humidifiers, energy saving thermostat, and circuit breakers. The Plan also does not cover unit replacement, systems exceeding five tons capacity, geothermal heat pumps, or gas cooling equipment (including ammonia).

**Cooling systems not covered include:** Sears products.

## 2.4. GAS LINE PROTECTION

### 2.4.1. COVERED PARTS/SERVICE

The Plan will cover repair or replacement of natural gas lines inside the home that have been shown to be leaking. Gas Line Protection is available for single-family, free-standing homes and does not include coverage for mobile homes. The Plan covers gas lines from the point of entrance into the home to the shut off valve at each appliance located within the home, flexible connectors that attach appliances to valves, and the shutoff valves themselves, up to a maximum of \$4,000 for parts and labor per Service Plan year. Gas piping must be ½- to 1¼-inch pipe of a type certified by the American Gas Association, National Fuel Gas Code, or the National Fire Protection Association.

## 2.4.2. EXCLUSIONS AND LIMITATIONS

Exclusions include, but are not limited to: Corrugated Stainless Steel Tubing (CSST), any exterior piping, natural gas meters including connections, regulators, underground piping, and the cost of replacing incorrectly sized piping systems. Also, the Plan will not cover the cost of moving or updating a gas line to meet applicable codes, laws or ordinances, or because the repair, move or update was recommended by a municipality, manufacturer or gas company.

## 3. GENERAL DEFINITIONS

**We, Us, Our** and the **Company** refers to Bay State Gas Company.

**Plan** means the particular Service Plan(s) in which you are enrolled.

**Building** means a detached structure containing one or more Dwelling Units. Each Service Plan is limited to a single Building.

**Dwelling Unit** means a unique individual residential segment of a Building with one kitchen.

**You** and **Your** refers to the Customer.

**For Service Call 1-800-677-5052**